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COUNTY OF LONDON.—Delay and Inconvenience are frequently occasioned by reason of the difficulty which is experienced by Solicitors in determining whether particular Localities are within this County. To obviate this difficulty Messrs. Wright, Odell, & Co. have had a Map of the County printed, showing a list of the Parishes and principal places therein, which will be found of great service to Solicitors, by whom copies can be had gratis on application to Messrs. WRIGHT, ODELL, & Co., 53, Chancery-lane, W.C. (Copyright Registered.)

"A very convenient map . . . the object of the map is mainly to shew boundaries for the purpose of executions, but now that the County of London is generally used for descriptions in assurances of property, the map will be found additionally useful. It ought to find a place on the walls of most solicitors' offices."—Solicitors' Journal.

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FREDERICK JOHN BLAKE, Esq.
WILLIAM WILLIAMS, Esq.

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LONDON, JULY 28, 1894.

Contents.

CURRENT TOPICS.....	641	LAW STUDENTS' JOURNAL.....	653
THE LAST OF THE FINANCE BILL.....	643	LEGAL NEWS.....	653
DEBENTURES ISSUED IN BLANK.....	644	COURT PAPERS.....	653
REVIEWS.....	645	WINDING UP NOTICES.....	654
NEW ORDERS, &c.....	645	CREDITORS' NOTICES.....	654
LAW SOCIETIES.....	651	BANKRUPTCY NOTICES.....	656

Cases Reported this Week.

In the Solicitors' Journal.

Boyd v. Bischoffshausen and Others.....	648
Brierley, Re. Brierley v. Brierley.....	647
Davies v. Bolton & Co. (Lim.).....	650
Glory Paper Mills Co. (Lim.), Re.....	649
Inl, Coope, & Co. v. Kidd.....	651
Lambton v. Mellish. The Same v. Cox.....	647
Peake's Settled Estates, Re.....	648
Powell v. Birmingham Vinegar Brewery Co. (Lim.).....	648
Sir Titus Salt, Bart., Sons, & Co.'s Trade-Mark, Re.....	647
South American and Mexican Co. (Lim.), Re.....	650
West Surrey Waterworks Co. v. Chertsey Union.....	648

In the Weekly Reporter.

Booth, In re. Booth v. Booth.....	619
Christchurch Inclosure Act, In re. Meyrick v. Attorney-General.....	614
Christy's Settled Estate, In re.....	613
Columbian Gold Mines, In re.....	624
Davis v. Corporation of Leicester.....	617
J. v. S.....	617
Johnston, In re. Mills v. Johnston.....	616
Land Securities Co. (Limited), In re.....	624
Midland Coal, Coke, and Iron Co., In re. Craig's Case.....	622
Minter v. Carr.....	619
Parker, In re. Morgan v. Hill.....	618
Pledge v. Carr.....	620
Robinson v. Geisel.....	620
Sims v. Landray.....	621
Somerset v. Land Securities Co. (Limited).....	623

CURRENT TOPICS.

EVERYONE will regret to hear that Mr. CHARLES BURNLEY, the universally esteemed chief clerk, has been confined to his house during the last three weeks by severe illness. We are glad to learn that the latest accounts indicate a slight improvement.

DURING THIS week the Lord Chancellor has been again assisting in the Court of Appeal, sitting with Lord Justice LINDLEY and Lord Justice DAVEY in Court No. 2, and hearing Chancery final appeals. Before the courts rise for the vacation the list of Chancery appeals will be exhausted.

THE CHAMBERS of Mr. Justice STIRLING will, during the vacation, be open for the disposal of chancery business on Tuesday, Wednesday, Thursday, and Friday in each week from eleven to two o'clock. The chambers of the Chancery Vacation Registrar for the time being will be open every working day from ten until two o'clock; Mr. ROLT being in attendance during the earlier portion and Mr. JACKSON during the later portion of the vacation.

THE NOTICE as to the course of business in the vacation is printed in another column. Mr. Justice ROMER is to be the Vacation Judge "until further notice." He will sit in court No. 3 (his own court) every Wednesday, beginning on the 15th of August, at 11 o'clock; previously, at 10.30, taking urgent summonses in his private room. On the 16th of August Mr. Justice ROMER will sit for Queen's Bench chamber business, and on Tuesday and (if necessary) Thursday in each succeeding week.

WITNESS ACTIONS in the Chancery Division have not, during the Trinity Sittings, been disposed of to the extent which might have been expected, having regard to the assiduity with which the judges have attacked their lists at times other than those set apart for the purpose. Out of the 217 witness actions in the lists at the commencement of the sittings only 137 had been actually heard up to Thursday in this week. Besides these a few have been settled, but at least 70 will stand over the vaca-

tion, in addition to a large number set down since the list was published.

THE WORDS "until further notice," in the Vacation notice, indicate the uncertainty, to which we drew attention last week, as to who will be one of the Vacation Judges. More than a fortnight has now elapsed since it was stated by the Chancellor of the Exchequer, in answer to a question in the House of Commons, that the vacant Lordship of Appeal would "shortly be filled up"; but as yet there is no announcement of the appointment. The insertion of the words in the notice may seem to indicate an idea that the appointment will occasion a vacancy on the High Court bench, and that the new High Court judge would undertake the duty of Vacation Judge for this year.

DURING THE hearing of the case of *Re Heller, Ex parte The Official Receiver* on July 24, Mr. Justice VAUGHAN WILLIAMS remarked that in his opinion persons ought not to be able to bring actions in the name of the official receivers, either in companies or bankruptcy, by merely giving them an indemnity. The official receivers ought to exercise their discretion as to what cases they would allow their names to be used in. His lordship added that he had often complained of this practice before, and that, unless more attention were paid to his complaints, it would be necessary to have a rule made that the official receivers must not allow actions to be brought in their names without previously obtaining the consent of the court.

THE COURSE which was pursued by the House of Lords on Monday in reading a second time the Evidence in Criminal Cases Bill, although it was not among those which the Government propose to proceed with in the House of Commons, and although the Chancellor of the Exchequer has expressly pledged the Government "not to ask the House to go on with any Bills except those he had mentioned," leads to some doubt as to whether the same course may not be adopted with regard to the Land Transfer Bill after the Finance Bill has been read a second time by the House of Lords. We can hardly believe it possible that the Government will attempt, in violation of the pledge given by the Chancellor of the Exchequer, and also in violation of all reason and without any opportunity for fair discussion, to introduce the measure in the House of Commons; but the Incorporated Law Society and the country law societies will do well to keep their attention alive to the possibility of this course being taken.

WE GIVE elsewhere regulations which have been made by the Home Secretary under the Riot (Damages) Act, 1886 (49 & 50 Vict. c. 38), in lieu of the regulations of July, 1886. The Act provides for compensation to be paid out of the police rate in cases where buildings have been injured or destroyed, or the property therein has been injured, stolen, or destroyed, by any persons riotously and tumultuously assembled together. The regulations provide that claims must be made within fourteen days of the injury complained of, though, for special cause shown, this period may be extended to forty-two days; that they must be in the form appended to the regulations; and that separate claims must be made in respect of the several matters specified therein. Vouchers must, when possible, be sent to shew the value of property destroyed, and also the bills or estimates for repairs, when these have been or can be executed; and the claimant must make and procure such statutory declarations as the police authority may require in support of his case. No costs are to be allowed to any claimant.

A CURIOUS little point is noticed in the report of the Council of the Incorporated Law Society for the present year. It is usual for an intending mortgagee to stipulate that the charges of his surveyor are to be paid by the intending mortgagor, whether the report justifies the proposed loan or not. It

appears that in a recent case, where the surveyor's report was not considered by the intending mortgagees to justify an advance, the intending mortgagor paid the surveyor's fee, and then claimed to have the report handed over to him, but the intending mortgagees refused to do this, claiming that the report, which was made on their instructions, was their property. As the question is one of considerable practical importance to the profession, the council took the opinion of two leading counsel on the point, and they were advised that, as a matter of strict legal right, a surveyor's report made to an intending mortgagee belongs to him and not to the mortgagor, and this whether the loan is or is not actually made, and both during its currency and after its discharge by repayment or by sale. We should hardly have thought that the opinion of two leading counsel was needed to settle the question on principle. The report was made by the surveyor as agent of, and on the instructions of, the intending mortgagees and for their guidance, and their right to retain it would not seem to be affected by the fact that the surveyor's fees were paid by the intending mortgagor. The point to be noticed is that an intending mortgagor, when he agrees to pay for the report, should expressly stipulate that in case the advance is not made the report shall be handed to him.

THE COURT of Appeal have affirmed in *Cole v. Eley* (42 W. R. 560) the rule established by *Faithfull v. Ewen* (26 W. R. 270, 7 Ch. D. 495) that the purchaser of property which is the subject-matter of an action has notice of the solicitor's right to a charging order for his costs, and cannot, therefore, claim the benefit of section 28 of the Solicitors Act, 1860 (23 & 24 Vict. c. 127). That section provides that in every case in which a solicitor is employed in any proceeding the court may declare such solicitor entitled to a charge on property recovered or preserved, and, further, that "all conveyances and acts done to defeat, or which shall operate to defeat, such charge or right shall, unless made to a *bond fide* purchaser for value without notice, be absolutely void and of no effect as against such charge or right." At first sight, as pointed out by CHARLES, J., in *Cole v. Eley* (42 W. R. 505), the statute seems to save a *bond fide* purchaser without notice of the charge; but it is not necessary that the charge should have been declared when the purchase is made. It is sufficient that the solicitor has a lien on the property, a lien which he is entitled under the statute to have converted into a charge. In *Faithfull v. Ewen* (*supra*) the plaintiffs in a suit mortgaged their interest, and the solicitor did not obtain a declaration of charge till after the mortgage; yet it was held that the charge took priority of the mortgage. The chief point, however, in that case was that the mortgagees were held to have notice of the solicitor's lien from the very fact that the property mortgaged was the subject of an action. The mortgagees, said BAGGALLAY, L.J., in delivering the judgment of the Court of Appeal, were aware of the pending suit, and they must have known, or must be presumed to have known, the rights to which the solicitor of the plaintiffs was entitled under the statute. In *Cole v. Eley* the same principle was applied to the assignment of a judgment debt. At the time of the assignment the judgment creditor's solicitor had not obtained a charge on the debt, and the assignee had no express notice of his claim, but the Court of Appeal held that notice that the subject-matter of the assignment was the subject-matter of a suit amounted to notice to the assignee of the existence of the solicitor's right to a lien.

IS IT quite clear that the common law conscience could not be shocked by unconscionable bargains? Even in equity mere inadequacy of price, unless such as to shock the conscience and amount to conclusive and decisive evidence of fraud in the transaction, was not in itself a sufficient ground for refusing specific performance: *Coles v. Trecothick* (9 Ves. 246). But was the defence unknown at law? In *Shepherd v. Blank* (*ante*, p. 631) CHITTY, J., took this view. We venture, however, to think that the defence was recognized to a certain extent. It did not completely excuse the non-performance of the bargain, but it very materially reduced the damages. In *James v. Morgan* (1 Lev. 111) the report runs:—"Assumpsit de payer pur un chival,

un Barlycorn a nail, et double every nail; et averr que la feurent 32 nails en less soliers del chival, que dublant chescun nail veignant al 500 quarters de Barly. Et sur non assumpt le cause esteant try devant HIDE al Hereford, il direct le jury pur donner le value del chival en damages esteant £8. Et issint ils fesoient et fuit apres move en arrest de judgment pur un petit fault en le declaration que fuit over-rule: et judgment done pur le plaintiff." It is quite clear that the true damages here were not based on the market price of 500 quarters of barley. In the somewhat similar case of *Thornborow v. Whiteacre* (2 Lord Raymond, 1164) where the defendant practically contracted to deliver rye to an amount which, when calculated out, came to over 524 million quarters for £5, the court held on demurrer that, though the contract was a foolish one, it would hold at law, and the defendant ought to pay something for his folly. The case was compromised on repayment of the £5 and costs, which does not look as if the plaintiff's counsel expected adequate damages. It was not really necessary to decide the point in *Shepherd v. Blank*, as the evidence showed that the bargain was not unconscionable, and we do not think it should be lightly assumed that for the future the courts will give damages for non-performance of contracts specific performance of which would be refused on the ground of unconscionable bargain.

WHERE a marriage settlement gives a power of appointment to the husband and wife jointly, and then to the survivor, subject to a power of revocation and new appointment, it appears that a joint appointment may be effectually revoked by the survivor. In *Brudenell v. Elwes* (1 East, 442) property was to go as the husband and wife "or the survivor of them should from time to time by any deed or writing, either with or without power of revocation," appoint. A joint appointment was made under this power, and the deed of appointment reserved to the husband and wife and the survivor a power of revocation and new appointment. The husband died, and the widow subsequently revoked the appointment and made a fresh one. Upon the validity of the second appointment coming before the Court of Chancery, a case was sent to the King's Bench to have it determined whether the joint appointment was revoked by the sole revocation. The court held that it was. "The marriage articles," said Lord KENYON, C.J., "meant to give a joint power of appointment to the husband and wife during their lives, and, after the death of either, that the survivor should have equal power to revoke and make a new appointment. It seems clear that an equal degree of confidence was reposed in both husband and wife; and as it could not be foreseen what alterations the exigency of the family might from time to time require, it was thought more prudent to leave the survivor of them, whichever it might be, the same power to mould the appointment that had been committed to both while living." The question arose again in *Dixon v. Pyner* (34 W. R. 528). By marriage settlement a fund was settled upon trust for the children of the marriage as the husband and wife should by deed, with or without power of revocation, jointly appoint; and in default of such joint appointment, and so far as any such appointment should not extend, as the survivor should appoint. There was a joint appointment reserving a power of revocation to the husband and wife and the survivor. The wife died, and the husband revoked the appointment. KAY, J., held that the power of revocation was well reserved to the survivor, and that the second appointment was valid. He gave reasons similar to those assigned by Lord KENYON for allowing full control over the appointment during the life of the survivor. In the recent case of *Rogers v. Harding* (ante, p. 631), where the power was in the form adopted in *Dixon v. Pyner*, an attempt was made to distinguish it from the power in *Brudenell v. Elwes* on the ground that the power to the survivor was distinct from the joint power, and that consequently in a joint appointment only a joint power of revocation could be reserved. But clearly the intention of the power is the same, although the form may slightly vary, and the Court of Appeal held that the case was within the principle of *Brudenell v. Elwes*. Hence, a joint appointment, reserving the power of revocation contained in the settlement, was effectually revoked by the husband after the death of the wife.

THE CASE of *Re McHenry, McDermot v. Boyd* (ante, p. 616), in which the Court of Appeal have reversed the decision of NORTH, J. (42 W. R. 491), is of importance with respect to the operation of the Statute of Limitations in matters of contract. In August, 1882, McHENRY wrote BARKER a letter in which he promised to repay an advance of £13,365 in the following November, and specified certain securities which were to be security for the repayment. In the event of the loan remaining unpaid, BARKER was authorized to realize the securities, and McHENRY undertook to pay any deficiency there might be on the sale. Under the ordinary rule the statute would run from the time when the money became due, and apparently there was no payment or acknowledgment by McHENRY to take the case out of the statute. McHENRY died in 1891, and when, in the administration of his estate, BARKER sent in his claim, the chief clerk disallowed it, on the ground that it was statute barred. But NORTH, J., drew a distinction between the original debt in respect of the money due to be repaid in November, 1882, and the undertaking to pay the deficiency on a sale of the securities. This undertaking, he said, created a new obligation which did not arise until the sale actually took place. The securities had not been sold till 1890, and consequently the statute had not run. The Court of Appeal, however, dissented from this separation between the original right to payment of the debt, and the particular form given to that right by the parties in a certain subsequent event. NORTH, J., appears to have considered that the obligation to pay the deficiency was not the ordinary obligation implied by law on a simple mortgage of securities. But in a case where the mortgage contains a power of sale, such an obligation imposes no new burden on the debtor. As Lord HERSCHELL, C., pointed out, the net proceeds of sale are set off against the debt, and the balance still remains due from the debtor. This is a part of the debt originally due, and there is no new cause of action upon the realization of the securities and ascertainment of the deficiency. Hence it was held in the Court of Appeal that the creditor was barred.

THE LAST OF THE FINANCE BILL.

THE Finance Bill has left the House of Commons; for all practical purposes it may be considered that it has assumed its final form, and that it will shortly become law. It has emerged from the House of Commons in a very different shape from that which it bore when it was introduced. Many somewhat hasty criticisms have appeared as to this: a correspondent has even written to a newspaper boasting of the number of words that have, owing, as he says, to the remonstrances of the Opposition, been struck out, altered, or inserted. There are several different classes of amendments which may be made in a Bill during its progress through Parliament:

First, there are amendments which affect the substance of the Bill. No amendment of this nature has been carried.

Secondly, there are amendments which, without affecting the substance of the Bill, alter it as to very important details so as to render the practical working of the Bill more easy. It is obvious that, where an important Bill is brought into the House, and the attention of persons familiar with the law intended to be altered by the Bill is called to its provisions, someone or another will detect some points to which the attention of the parliamentary draftsman has not been specially called, and which require amendment. The Government have at their disposal some of the best lawyers in the kingdom; we trust that we shall not be considered impertinent in saying that the knowledge of the present Attorney-General as to the law of property, and that the knowledge of Sir HENRY JENKINS, the Parliamentary draftsman, as to the statutory law affecting the public revenue, is probably unrivalled, but it may easily happen that some point of detail may escape their notice. We take, we trust not unduly, some credit to ourselves for having originally suggested several amendments on points of this nature, with the result, somewhat gratifying to our pride, that the substance of all our suggestions has been adopted.

Thirdly, there are some frivolous amendments that a wearied

Minister will accept sooner than lose time in discussion. It would be verging on party politics for us to point out any amendments of this nature, if such there be, in the Finance Bill.

Fourthly, it often happens that an amendment in one part of a Bill gives rise to many amendments, either of substance or merely verbal, in many other parts of the Bill. It may even happen that the draftsman perceives, in the course of the passage of the Bill through Parliament, that a slight modification of language will make the Bill more clear. He would be shirking his duty if he were not to suggest the necessary amendment to the Minister in charge of the Bill, and it is a most ungracious action on the part of the public to say that the fact of the amendment being made shews that the Bill was improperly drawn. An example of an amendment of this nature will be found in the Finance Bill, where the phrase "settlement estate duty" was substituted in the report stage for "further estate duty." Each phrase bears the same meaning, but there was a risk of some careless person confounding "further estate duty" with "estate duty." The adoption of the phrase "settlement estate duty" does not shew that the phrase "further estate duty" was incorrect, but it shews that the Government draftsman acted to the best of his ability on the maxim, ascribed to Lord THIRING, that "an Act of Parliament should be as clear as the rules of a village cricket club." We wonder, by the way, whether his lordship ever read the rules of a village club, to us they are generally nearly unintelligible.

Some of the amendments of the second class made in the Finance Bill are the following:—

1. The provision introduced (clause 2 (1) (b)) for the purpose of obviating the inconvenience (pointed out *ante*, p. 451) of aggregating endowments of any nature enjoyed by the deceased, as, for example, the living of a clergyman on the death of the incumbent, with the property of the deceased.

2. We pointed out (*ante*, p. 452) that the provisions in clause 3 of the Bill, as introduced, that aggregation was not to take place with respect to property not settled by the deceased of which the deceased was tenant for life, where it passed on his death to a stranger without any benefit being reserved to his wife, husband, or issue, would act harshly, for if the wife, husband, or issue took any benefit, however small, it would render the entire property liable to be aggregated with the deceased's own property. This has been altered in accordance with our views by the proviso in clause 4.

3. We pointed out (*ante*, p. 452) that an executor may find it impossible to pay the duty, because the rate at which it is to be calculated may depend upon the value of property not passing to him—a value that he cannot ascertain. This difficulty appears to be obviated by clause 6 (3), enabling him to state that he does not know the value, and providing for the payment of the duty when the value of the property is ascertained.

4. We suggested (*ante*, p. 453) that, in order to avoid expense in the valuation of real estate, a certain number of years' purchase on the income tax valuation should be *prima facie* the value for the purpose of calculating the estate duty, or that a valuation should be made by the local authority. Amendments on the lines of these suggestions will be found at clause 7 (5) and clause 10 (6).

5. The gross hardship pointed out (*ante*, p. 451) as likely to arise from by the provisions which probably made a sum covenanted by a man to be paid to the trustees of his marriage settlement, on trusts under which he took the first life interest, liable to be estimated for the purposes of duty twice over, is done away with by clause 7 (10).

6. The provisions (clause 8) preventing any dealings with Consols, &c., or a banking account standing in joint names by the survivors until duty is paid, and preventing the payment of insurance moneys by the office until duty is paid, would (as we pointed out *ante*, p. 472) render much of the ordinary business of life very costly, if not impracticable. The clause has been struck out.

7. The provision that a person dissatisfied with the value placed on his property by the commissioners must pay the duty before appealing to the High Court (objected to *ante*, p. 453) has been altered, and the substituted provisions are most reasonable (see clause 10).

8. A purchaser for value without notice is protected by clause 8 (18) and clause 9 (1) from the statutory charge of estate duty (see this discussed *ante*, p. 525).

DEBENTURES ISSUED IN BLANK.

An interesting decision on the effect of issuing debentures with the name of the person to whom payment is to be made left blank has been given by NORTH, J., in *Re Queensland Land and Coal Co., Davis v. Martin* (42 W. R. 600). The action was by a debenture-holder for the administration of the trusts of a deed to secure £120,000 first mortgage debentures of the company. Prior to October, 1883, debentures for only £64,000 had been issued. In that month the company borrowed £5,000 from the Queensland National Bank, and it was agreed that £20,000 of the debentures should be issued to the bank as security. A resolution to this effect was signed by the chairman, and on the 24th of October the debentures were issued to the bank, the name of the person to whom payment was to be made being left in blank. Subsequently debentures for £2,000 were issued to the bank, under similar circumstances, as security for a further advance of £1,000. It was contended on behalf of the other debenture-holders that the bank was not entitled to the benefit of the trust deed.

It is clear that a deed executed in blank—that is, in which a material matter, such as the name of a transferee, has been left blank—has no legal effect; and, although the blank is subsequently filled in, the deed does not begin to have any effect until it has been re-delivered. This is old law, and has been frequently recognized in recent times in regard to transfers of shares (*cf. Société Générale de Paris v. Walker*, 34 W. R. 662, 11 App. Cas. 20). Consequently, in the absence of re-delivery, the transferee cannot make out a legal title under the deed. And it follows from the decision of the Court of Appeal in *Powell v. London and Provincial Bank* (41 W. R. 545; 1893, 2 Ch. 555) that the mere knowledge on the part of the transferor that the blank has been filled up and the deed acted upon does not amount to a re-delivery by him. He must concur in the filling up of the blank, or he must subsequently acknowledge the deed as his own.

But the above considerations arise only where the person claiming under the deed must make out a legal title. If an equitable title will suffice, such title may be based on the contract under which the deed was given, and of which the deed itself may furnish evidence. The leading case on the application of this doctrine to debentures is *Re Strand Music Hall Co.* (3 De G. J. & Sm. 147). Before April, 1864, 184 bonds of £50 each under the seal of the Strand Music Hall Co. had been issued to various persons for securing moneys due from them to the company. In April, 1864, the company borrowed £5,000 from a company which subsequently transferred the debt to the Finance Corporation, and it gave as security 200 bonds for £50 each similar to those previously issued. These bonds were in blank as to the names of the obligees. The greater part of them were delivered to the Finance Corporation upon the transfer of the debt, and other bonds, also in blank, were deposited with the corporation as security for a further advance of £2,700. The Strand Music Hall went into liquidation, and the official liquidator insisted that the bonds were invalid, and that the corporation could rank only as a simple contract creditor. The corporation, on the other hand, claimed to be a secured creditor. It was held by the Court of Appeal that, though the bonds were invalid, yet there was an agreement to create a charge, and this agreement put the corporation in the same position as regards the company and the other bondholders as though the charge had been actually created. "I apprehend," said TURNER, L.J., "that where this court is satisfied that it was intended to create a charge, and that the parties who intended to create it had the power to do so, it will give effect to the intention, notwithstanding any mistake that may have occurred in the attempt to effect it." And an agreement to issue debentures has been held sufficient to create a charge, although the covering deed under which the debentures were issued was void under the Bills of Sale Acts (*Ross v. Army and Navy Hotel Co.*, 35 W. R. 40, 34 Ch. D. 43).

Upon this principle NORTH, J., proceeded in *Re Queensland Land and Coal Co. (supra)*. "Assuming," he said, "a clear, definite contract that debentures are to be issued in respect of a loan, the bank has as good a claim as if debentures had been actually issued, the only difference being that the claim is equitable, and not legal, and is entitled to hold these debentures in the same manner as if the name of the person to whom payment is to be made had been filled up before execution." Consequently the question in such cases is solely whether, upon the facts, a binding agreement with the company can be made out. In *Re The Strand Music Hall (supra)* the issue of the bonds was accompanied by a formal agreement which was binding on the company, and which was undoubtedly an agreement to create a charge. In the present case the agreement was constituted by the resolution of the directors, signed by the chairman, and by the debentures issued in pursuance of the resolution.

REVIEWS.

BOOKS RECEIVED.

A Treatise on the Constitution and Government of Solicitors: Their Rights and Duties. By ARCHER M. WHITE, Barrister-at-Law. Swan Sonnenschein & Co.

A Treatise on the Law and Practice relating to Joint-Stock Companies under the Acts of 1862-1890. With Forms and Precedents. By C. E. H. CHADWYCK-HEALEY, Q.C., PERCY F. WHEELER, M.A., B.C.L., Barrister-at-Law, and CHARLES BURNBY, B.A., a Chief Clerk of the Hon. Justice Chitty. Third and Enlarged Edition. Sweet & Maxwell (Limited).

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION, 1894.

Notice.

During the Vacation until further notice:—All applications which may require to be immediately or promptly heard, are to be made to the judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Romer, one of the Vacation Judges, will, until further notice, sit in Chancery Court III., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 15th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judge's papers), are to be left with the cause clerk in attendance, Chancery Registrars' Chambers (Room 136), Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency to the judge by post, or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBER BUSINESS.—The chambers of Mr. Justice Stirling will be open on Tuesday, Wednesday, Thursday, and Friday in every week from 10 to 2 o'clock. Mr. Justice Romer will, until further notice, hear urgent summonses which may be adjourned to

him in his private room (Room 625, in the Royal Courts of Justice (Carey-street entrance), on Wednesday in every week, commencing on Wednesday, 15th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Romer will also sit for the disposal of Queen's Bench business in Judge's Chambers on Thursday, 16th August, and on Tuesday, and (if necessary) on Thursday, in every week until further notice. Cases in the Queen's Bench Summons List will be called on and disposed of peremptorily in the order in which they stand in the day's list, but not earlier than the time at which the section in which they are respectively placed is marked to come on.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency, or note of special leave granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery Registrars' Office will be open daily. On Monday, the 13th August, and on the same day in every succeeding week during the Vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the Paymaster; but the order, and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his seat not later than 12 o'clock on the previous Saturday.

CHANCERY REGISTRARS' CHAMBERS,

Royal Courts of Justice.

August, 1894.

RULE OF THE SUPREME COURT.

The following Draft Rule is published pursuant to the Rules Publication Act, 1893, by order of the authority to make Rules under the Supreme Court of Judicature Acts. Copies may be obtained from the Queen's Printer.

Draft Rule.

Local Government Act, 1894.

Section 70.

July, 1894.

Rule of the Supreme Court.

1. The summary proceeding for submitting any question for decision to the High Court of Justice under the seventieth section of the Local Government Act, 1894, shall be by special case to be agreed upon by the parties, or in default of such agreement to be settled by an arbitrator agreed upon by the parties, or if necessary appointed by a Judge at Chambers, or to be settled by a Judge in Chambers.

2. The special case when settled shall be filed at the Crown Office Department at the Central Office of the Supreme Court, by the Chairman of Quarter Sessions, the County Council, or the Local Authority concerned within eight days from the settlement thereof, and shall be put into the Crown paper for argument as if it were a case stated by Justices under 20-21 Victoria, chapter 43.

This Rule shall come into operation on the 1st day of October, 1894.

RIOT (DAMAGES) ACT, 1886.

REGULATIONS AS TO CLAIMS FOR COMPENSATION.

In pursuance of the above-mentioned Act, I, the Right Honourable Herbert Henry Asquith, one of Her Majesty's Principal Secretaries of State, make the following Regulations:—

1. All claims for compensation under the Act shall be made in writing, and shall be delivered as under:—

When the matter in respect of which the claim is made arises in—
The City of London and the liberties thereof, to the Town Clerk of London.

The Metropolitan Police District, to the Receiver for the Metropolitan Police District.

Any county, riding, parts, division, or liberty of a county maintaining a separate police force, or any borough the police force of which has been consolidated with the police force of a county, to the Clerk to the County Council.

A borough maintaining a separate police force, to the Town Clerk.
Any town not being a borough, and maintaining a separate police

force under any local Act of Parliament, to the Clerk to the Commissioners or other authority under the local Act.

The River Tyne within the limits of the Acts relating to the Tyne Improvement Commissioners, to the Secretary to the Commissioners.

2. All claims shall be so delivered within fourteen clear days after the day when such injury, stealing, or destruction took place.

Provided that the police authority, on application to be made before the expiration of the fourteen days, may, for special cause shewn, enlarge the period of fourteen days to forty-two days, and in the event of such application being refused, the applicant may, within seven days after such refusal, appeal to the Secretary of State, and his decision shall be conclusive as to whether the claim shall be received.

3. All claims shall be made in the form appended to these Regulations.

4. The claim shall specify the name and address of the claimant, the day and hour on which the injury, stealing, or destruction took place; and as to the premises whether they are a house, shop, or building, and where they are situated, and the nature of the claimant's interest therein.

5. The claim shall state separately the sums claimed for—

(a.) Destruction of premises,

(b.) Injury to premises (including injury to windows, fittings, or fixtures thereof),

(c.) Injury to other property in or on the premises,

(d.) Theft or destruction of other property in or on the premises, distinguishing, as regards (c.) and (d.), property belonging to the claimant from property belonging to others in his care.

6. Where the claim is in respect of injury done either to premises or to property therein, it shall state shortly the nature of the injury; if the injury has been repaired, it shall state the cost of the repairs, and be accompanied by the bill for such repairs; if the injury has not been repaired, but is repairable, then the claim shall contain a specification of the repairs required, and an estimate by a competent person of their cost.

7. Where the claim is in respect of property in or upon premises, whether such property has been injured, stolen, or destroyed, it shall, when practicable (except in the case of articles of the same nature and of small value, and except where the cost of repairs only is claimed), specify each article separately, and the sum claimed for it or for the injury thereto; and, when practicable, the claimant shall send with his claim vouchers or copies of vouchers for the sums paid by him for the property.

8. In all cases the claim shall state generally the evidence which the claimant is prepared to offer in support of it, and the place where such documents as he proposes to put in evidence may be inspected; and whether the claimant has received or may receive, or is entitled to, any compensation from any (and if so what) source for any loss included in his claim, and the amount of such compensation.

9. The claimant if so required by the police authority shall verify the claim by himself making such a statutory declaration, and by procuring and furnishing to the police authority such statutory declarations of other persons as the police authority may require; and he shall produce to the police authority and to any person nominated by that authority all such documents under his control as are needed to support his claim, and shall deliver to the police authority copies thereof or extracts therefrom as may be required, and shall give to the police authority or any person nominated by that authority access to the premises and produce the property for injury to which the claim is made.

10. The police authority may make separate awards as regards property of the claimant and property not belonging to him.

When an award includes compensation for property in the care of, but not belonging to, the claimant, it may provide that prior to payment either the claimant shall produce receipts from the owners for the sums payable to them, or their authority to him to receive the same, or that the claimant or some other person to be approved by the police authority shall enter into a bond or personal undertaking with the police authority in such sum as the award shall name for securing payment to the owners of such property of the sums due to them. When an award includes compensation for stolen property, it may provide for a similar bond or undertaking for securing either repayment to the police authority of the whole or such part as the police authority may determine of the compensation paid for such stolen property as may be subsequently recovered, or the delivery of the property so recovered to the police authority to be realized by them for the benefit of the police rate.

11. No costs will be allowed to any claimant.

12. The above regulations shall, with the necessary variations, apply:

(a.) In the case of the plundering, damage, or destruction of any ship or boat stranded or in distress, on or near the shore of any sea or tidal water, or of any part of the cargo or apparel

of such ship or boat, by persons riotously and tumultuously assembled together; and

(b.) In the case of the injury or destruction, by persons riotously and tumultuously assembled together, of any machinery (whether fixed or movable) prepared for or employed in any manufacture or agriculture, or any branch thereof, or of any erection or fixture about or belonging to such machinery, or of any steam engine or other engine for sinking, draining, or working any mine or quarry, or of any staith or erection used in conducting the business of any mine or quarry, or of any bridge, waggon-way or trunk for conveying minerals or other product from any mine or quarry.

13. The Regulations made under the above-mentioned Act on the 28th July, 1886, are hereby revoked.

H. H. Asquith.

Whitehall, June 30, 1894.

FORM OF CLAIM.

RIOT (DAMAGES) ACT, 1886.

" the undersigned, claim the sum of £
as compensation for † (a) destruction of, and † (b) injury done to, premises occupied by § and † (c) for injury to property therein, and † (d) for property therein stolen or destroyed, in the riot which occurred at || on day of
Particulars of such claim are given in the schedules hereto.

The premises ‡ destroyed and injured, and wherein the property was injured, stolen, or destroyed, are ¶

* "I" or "We."

† Insert total sum claimed.

‡ If the claim is not made under all the heads, the superfluous words should be struck out.

§ "Me" or "us."

|| Insert the hour or hours at which the riot occurred.

¶ Insert name of premises.

The following documents are sent herewith in support of the claim:—(**)

The following further evidence in support of the claim will be adduced:—(††)

(**) Insert particulars of documents sent.

Note.—Bills for repairs should accompany the claim, and where the repairs have not been executed, an estimate of the cost, by a competent person, should be sent.

When practicable, vouchers or copies of vouchers for the sums paid for property injured, stolen, or destroyed, should be sent with the claim.

(††) Insert particulars, adding, in the case of documents, where they can be inspected.

[Schedules of particulars of claim are appended.]

On the 23rd inst., in the House of Lords, the Lord Chancellor having moved to postpone the order for second reading of the Evidence in Criminal Cases Bill, Lord Halsbury objected, and asked for an explanation of such postponement. The Lord Chancellor pointed out that the Bill was not among those reserved for consideration in the other House with which the Government proposed to proceed. His desire was to see the Bill passed by another place. So far as this House was concerned there would be no difficulty, the measure having passed on several occasions during the *résumé* both of the late Government and of the present one, and therefore any blame or regret for its non-passing into law might be evenly distributed as between political parties. He had no objection to proceed with the Bill, and therefore he moved that it be now read a second time. Lord Halsbury heartily seconded the motion. He said the Bill had passed this House no less than four times. The great body of their lordships and of the members of the other House all desired that the alteration of the law proposed to be enacted in the Bill should be made, but by reason of the persistent obstruction of a small number of persons in another place the Bill hitherto had failed to pass. The Bill was read a second time.

CASES OF THE WEEK.

Court of Appeal.

Re BRIERLEY, BRIERLEY, v. BRIERLEY—No. 2, 24th July.

WILL—CONSTRUCTION—POWER TO WIFE TO APPOINT FUND TO SUCH OF TESTATOR'S RELATIVES AS SHE SHOULD THINK PROPER—LIFE INTEREST IN FUND GIVEN TO WIFE—WIFE APPOINTED RESIDUARY LEGATEE—APPLICATION BY WIFE TO HAVE FUND HANDED OVER TO HER ABSOLUTELY ON RELEASING HER POWER OF APPOINTMENT.

Appeal from the decision of Chitty, J. The testator, Adam Brierley, by his will, after bequeathing his household furniture and effects and a pecuniary legacy to his wife, devised and bequeathed all his real and the residue of his personal estate to trustees on trust to convert the whole into money, to invest £50,000 in the funds or other securities, and to pay the income thereof to his wife for life; subject thereto, the whole of the testator's property to be for his children equally. The will then proceeded as follows:—"If I shall not have any children, then as follows: my wife may bequeath or appoint the £50,000 or the securities representing the same to such of my brothers and sisters and nephews and nieces and other my relatives or next of kin as she shall think proper. The remainder of my property to be divided in forty-three parts." The testator then gave certain portions of these forty-three parts to certain nephews and nieces of his (naming them), the gifts to them being in some cases for life only with remainder to their children. One of the forty-three parts was given to a nephew of the testator's wife, and two of the forty-three parts was given to another nephew of the testator's wife. The testator then appointed his wife "to be residuary legatee." The testator had no children. His wife survived him, and took out a summons calling on the trustees to hand over to her the £50,000 for her own use and benefit absolutely upon her executing a release of her power of appointment over the said sum of £50,000. Chitty, J., dismissed the wife's application, and she appealed.

THE COURT (Lord HERSCHELL, C., LINDLEY and DAVEY, L.JJ) dismissed the appeal without calling on the respondents.

Lord HERSCHELL, C., said that the only question which the court was now deciding was whether, if the wife released her power of appointment, she was entitled to have the £50,000 handed over to her by the trustees. It was not necessary to decide the other question which had been raised in argument, viz., whether upon the death of the wife the £50,000, if unappointed, would pass under the residuary gift to the wife, or under the bequest of "the remainder" of the testator's "property in forty-three parts" among the persons therein named. It was argued on behalf of the appellant that there was a mere power in the wife to appoint the £50,000 to the testator's relatives, a power which she might or might not, as she pleased, exercise, and that, if she decided not to exercise it, the fund passed to her as residuary legatee, she having already a life interest in it. It was admitted by the appellant that a gift to such of a class as the donee of a power should appoint had been held to imply a gift to that class, though the class could only take it subject to the exercise of the choice by the donee of the power; but it was argued that in the present case there was no gift at all to the testator's relatives, but only a bare power to the wife to appoint among them; and that as the wife took a life interest in this fund, with this power of appointment interposed, followed by the appointment of the wife as residuary legatee, the wife might be treated as being in the position of having an absolute gift of the fund to her, subject to her power of appointment among the testator's relatives. In his lordship's opinion the gift to the wife could not be so treated. In *Birch v. Wade* (3 Ves. & Bea. 198) a will contained this clause: "It is my will and desire that one third part of the principal of my estate and effects be left entirely to the disposal of my wife among such of her relations as she may think proper after the death of my said sister," to whom the testator had given a life interest in such third part of the principal; the Master of the Rolls there held that the case did not differ materially from *Brown v. Higge* (8 Ves. 561), and that the wife's relations living at her death were entitled, although the wife died without making any selection. It was said that in *Birch v. Wade* the testator had in the gift used the words "my will and desire is," but that in the present case there were no such words, the gift running thus: "then as follows," &c.; but some such words should grammatically, of necessity, be inserted, and consequently there was, and could, be no distinction between the power given to the wife in the present case and the power given in *Birch v. Wade*; there was no magic in the use of the words "will and desire." As to the argument that in *Birch v. Wade* there was no residuary bequest to the wife, whereas there was such a gift in the present case, and that that was equivalent to a gift over to the wife, his lordship would, irrespective of authority, have held that a bequest of residue was something totally different from a gift over of specific property dealt with in the way indicated; but the argument was really disposed of by the case of *Forbes v. Ball* (3 Mer. 437), and the same view was adopted in *Salisbury v. Denton* (3 K. & J. 529). The case of *Bull v. Vardy* (1 Ves. jun. 270), on which the appellant relied, was distinguishable, because unless the power there given to the wife over the £1,000 was to be construed as a mere power, there would be nothing left for the wife to do with reference to gifts of the two sums of £100, part of the £1,000, as the testator had himself indicated the persons to whom those sums of £100 were to go.

LINDLEY and DAVEY, L.JJ., concurred.—COUNSEL, *Byrne, Q.C.*, and *T. Eustace Smith; Oswald, Q.C.*, and *A. St. John Clarke; Butcher, Solicitors, Victor Thomasset; A. M. Brindley, for Berry & Berry, Huddersfield.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

LAMBTON v. MELLISH, THE SAME v. COX—Chitty, J., 20th July.

INJUNCTION—NOISE—NUISANCE ARISING FROM ACTS OF SEVERAL PERSONS

These were motions by the plaintiff, the Hon. D'Arcy Lambton, the lessee and occupier of Woodfield-house, Ashted-common, Surrey, for injunctions to restrain the defendants from playing any organs or other instruments on their premises at Ashted-common adjoining the property of the plaintiff, so as to cause a nuisance or injury to the plaintiff or his family or other occupiers of the plaintiff's property. The premises of the defendant Mellish were situate about 66 yards and those of the defendant Cox about 128 yards from the plaintiff's premises. Both the defendants possessed merry-go-rounds and were in the habit of using organs on their premises. For some three months or more of the summer these organs were being practically continuously played from 10 or 11 a.m. until 6 or 7 p.m. The plaintiff alleged very great discomfort and annoyance to the plaintiff, and that the noise had made his wife ill, and she had in consequence of the noise very frequently left the house for the day, only returning in the evening, when she felt sure that the playing of the organs had ceased. When both organs were played together the noise was alleged to be maddening. There was evidence that Mellish used a small hand organ emitting comparatively little sound, whereas Cox's organ was a comparatively large organ emitting sounds which could be heard half a mile off. Mellish submitted that he should not be made responsible for a nuisance caused by Cox's organ being played at the same time as his own, when if his own organ was alone played there would be no nuisance at all. The cases of *Gaunt v. Finney* (21 W. R. 129, L. R. 8 Ch. 8, at p. 13) and *Thorpe v. Brumfit* (L. R. 8 Ch. 650) were referred to.

CHITTY, J., said that, notwithstanding the conflict of testimony, he was, on the whole, of opinion that the plaintiff was entitled to injunctions against both of the defendants. A man might tolerate a nuisance for a short period of time. Thus, a passer-by would not find any nuisance in these organs. But the case was plainly different when the noise had to be continuously endured. Under those circumstances it could scarcely be an exaggeration to style it "maddening." With regard to the point of law raised in this case, it was said that two rights could not make a wrong. What was meant was that if one man made a noise not of a kind, duration, or degree sufficient to constitute a nuisance, and another, not acting in concert with the first, made a similar noise, each was responsible for the noise made by himself, but not for that made by the other. If the two agreed, and acted in combination, no doubt each was a wrongdoer. But if a man shouted outside a house for most of the day, and another, who was his rival (for it was to be remembered that these defendants were rivals), came and did the same, was there no remedy? Each knew that the other was making a noise, and added his *quantum* to the whole, which was a nuisance. He thought that each would be separately liable, and that it would be contrary to law and good sense if it were held to be otherwise, and if the complainant were to be left without remedy. His lordship thought that the point fell within the principle laid down by James, L.J., in *Thorpe v. Brumfit*. That was a case of obstructing a right of way, but such obstruction was a nuisance in the old phraseology of the law. The Lord Justice said (L. R. 8 Ch., at p. 656): "Then it was said that the plaintiff alleges an obstruction caused by several persons acting independently of each other, and does not shew what share each had in causing it. It is probably impossible for a person in the plaintiff's position to shew this. Nor do I think it necessary that he should shew it. The amount of obstruction caused by any one of them might not, if it stood alone, be sufficient to give any ground of complaint, though the amount caused by them all may be a serious injury. Suppose one person leaves a wheelbarrow standing on a way, that may cause no appreciable inconvenience, but if a hundred do so, that may cause a serious inconvenience, which a person entitled to the use of the way has a right to prevent; and it is no defence for any one person among the hundred to say that what he does causes of itself no damage to the complainant." There was no distinction in this respect between a right of way case and a nuisance by noise case. The aggregate cause of complaint, in this case the noise caused by the organs or other musical instruments, must be taken into account, and each of the defendants here be responsible for his share of the noise as a whole, so far as it affected the plaintiff. His lordship, therefore, granted injunctions against both the defendants.—COUNSEL, *Forwell, Q.C.*, and *Burthwick; Whitehorne, Q.C.*, and *Butcher; Moloney, Solicitors, Miller, Smith, & Bell; Carr & Son; Francis Rudall.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Re SIR TITUS SALT, BART., SONS, & CO.'S TRADE-MARK—Chitty, J., 25th July.

TRADE-MARK—REGISTRATION—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 64—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888 (51 & 52 VICT. c. 50), s. 10—"INVENTED WORD"—"GEOGRAPHICAL NAME."

This was a motion for an order directing the comptroller to proceed with an application (No. 178,546) to register as a new trade-mark the word "Eboline" in class 31 for silk piece goods. It appeared that "Ebol" was the name of an Italian town of 11,000 inhabitants mentioned in the gamester, but it was contended that the word "Eboline" was an invented word within the Acts of 1883 and 1888, and that it was not a geographical name within the same Acts.

CHITTY, J., said that the question depended on the 64th section of the Patents, Designs, and Trade-Marks Act, 1883, as amended in 1888, under

which a trade-mark must consist of or contain at least one of the enumerated essential particulars, amongst which were, sub-section (1) (d), an invented word, and (e), a word having no reference to the character or quality of the goods and not being a geographical name. The mere addition of the common English termination "ne" was not sufficient to make the word an invented word; a word already in existence could not be said to be an invented word because the person claiming to have invented it was not aware of its existence. If it were otherwise, the fewer words a man knew the more readily could he invent. What the Act required was that the word should be an invented word in fact. "Eboline," therefore, was not an invented word within sub-section (d). Then it was argued that "Eboline" was not a geographical name within sub-section (e). The prohibition, however, was not confined to the use of the noun substantive; it extended, in his lordship's opinion, to the adjective, and to the name of a place to which an ordinary English suffix had been added so as to impart to it an adjectival form. To hold the contrary would be to reduce the prohibition to a dead letter for all practical purposes. That reasoning applied to "Eboline"; it was merely "Ebol" with the addition of the ordinary English suffix "ne." The object of the Legislature was to prevent a trader from acquiring a monopoly in the name of a place and from thereby suggesting that the goods had a local origin, which, in fact, they might not have had. The enactment practically overruled Lord Westbury's decision in *McAndrew v. Bassett* (12 W. R. 777, 4 De G. J. & S. 380). For these reasons his lordship held that "Eboline" could not be registered.—COUNSEL, *Byrne, Q.C., and Cutler; Ingle Joyce. SOLICITORS, J. S. Salaman; Solicitor to the Board of Trade.*

[Reported by J. F. WALBY, Barrister-at-Law.]

THE WEST SURREY WATERWORKS CO. v. CHERTSEY UNION—
North, J., 11th July.

SANITARY AUTHORITY—WATERWORKS COMPANY—WATER USED TO FLUSH SEWERS—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), ss. 51, 52.

This was an action to restrain the defendants from constructing waterworks and aqueducts, from making and maintaining tanks and reservoirs for supplying water, from erecting pumping machinery, from taking water except from the plaintiffs, and from supplying water within the limits of the plaintiffs' water supply. The plaintiffs were a water company duly incorporated under the West Surrey Water Act, 1869. The defendants were the rural sanitary authority of the Chertsey Union. The defendants had lately constructed a new system of sewerage for Weybridge and Otlands Park, and were also providing certain automatic flushing chambers, with a total capacity of 28,750 gallons, for the purpose of keeping the sewers clean. To obtain water for the purpose of supplying these flushing chambers, they had entered into an arrangement with the Thames Conservators, and it had been agreed that the authority should be at liberty to take water from the Thames. It was proposed to carry the sewage along sewers, from which all surface water was excluded, to a point near the Thames, where it could be dealt with. The plaintiffs argued that the proposed works were an infringement of section 52 of the Public Health Act, which makes it unlawful for a sanitary authority to construct waterworks if there is a waterworks company, having power to supply the district with water, able and willing to supply water proper and sufficient for all reasonable purposes for which it is required by the local authority. The defendants submitted that the proposed works were not waterworks within the meaning of the Public Health Act, and that the proposed dealing by them with the water was not a supply of water. There being no dispute as to the facts, the action was brought before the court on an agreed statement of facts to obtain a decision as to the point of law.

NORTH, J., held that there was nothing in the Public Health Act to prohibit a local authority from supplying itself with water for such a purpose as flushing its sewers. The waterworks which the Act sought to prohibit were waterworks constructed for the purpose of supplying the public generally with water. If the plaintiffs' argument was sound the defendants would be bound to use pure and wholesome drinking water to flush their sewers, which was an absurd contention. His lordship dismissed the action with costs.—COUNSEL, *Coxens-Hardy, Q.C., and Mulligan; Swinfen Eady, Q.C., and Gore Browne. SOLICITORS, Batten, Proffitt, & Scott; Triander & Capron, for Paine & Brettell, Chertsey.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

BOYD v. BISCHOFFSHEIM AND OTHERS—North, J., 19th July.

FRIVOLOUS AND VEXATIOUS ACTION—STRIKING OUT STATEMENT OF CLAIM.

There were four summonses taken out by the various defendants to strike out the plaintiffs' statement of claim as frivolous and vexatious and an abuse of the procedure. On the 21st of May, 1891, McHenry died owing at least £20,000 and being worth about £1,200, but he also had a claim against Bischoffsheim for a million and a half. On the other hand, Bischoffsheim claimed to be a creditor for £185,000. At the date of McHenry's death it had been agreed that the claims and accounts between Bischoffsheim and Boyd should be referred to arbitration. On the 3rd of May, 1893, an agreement was drawn up, under which, on Bischoffsheim paying £20,000 into court, he became the purchaser of the whole of McHenry's estate. This agreement was conditional upon the approval of the court being obtained, and this was given by North, J., and his decision was affirmed by the Court of Appeal. The plaintiff, one of the two executors of McHenry and residuary legatee of one-eighth of the estate, opposed the sanction of the court being given. He refused to give his co-executor an indemnity against costs if the litigation was continued. The plaintiff now issued a writ in the Queen's Bench Division, alleging

that the defendants had been guilty of a fraudulent conspiracy to prove for a large sum against the estate of McHenry, when in point of fact nothing was due to them, or they were debtors to the estate. Certain misapplications of bonds were also alleged. £200,000 damages were claimed. The proceedings which it had been agreed to refer to arbitration went back to 1870 and mainly depended upon McHenry's oral evidence. North, J., had been requested to hear the summons. The chief clerk's certificate found that £14,000 was due from McHenry's estate to Bischoffsheim. There was practically no evidence which had not been before the court upon the application to sanction the compromise.

NORTH, J., said that these proceedings were frivolous and vexatious. The compromise had been confirmed by the Court of Appeal in proceedings to which the plaintiff was a party. McHenry had agreed to refer all questions to arbitration. The compromise was approved by the court in spite of the plaintiff's opposition, and Bischoffsheim actually paid £20,000 under it. The plaintiff could have continued the litigation if he had chosen to give his co-executor an indemnity against costs, but that he had refused to do. It might, if a case was made out, be possible for the plaintiff to set aside the compromise, but he could not at the same time keep Bischoffsheim's money, and proceed as if no compromise had been made. The interest of all parties in the estate had been sold to Bischoffsheim for valuable consideration, and the renewal of the litigation was frivolous and vexatious, and it was the duty of the court to prevent its continuance.—COUNSEL, *Sir E. Clarke, Q.C.; Pollard; Sweet; Blakesley; E. White; Rentoul; Turrell; Coxens-Hardy, Q.C.; Gregson; Swinfen Eady, Q.C.; A. Young. SOLICITORS, Freshfield & Williams; W. C. Goulding; John Holmes & Son.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re PEAKE'S SETTLED ESTATES—North, J., 24th July.

SETTLED ESTATES ACT, 1877 (40 & 41 VICT. C. 18)—AUTHORITY TO SELL—FEMALE TRUSTEES.

This was a petition under the Settled Estates Act, 1877, and the Settled Land Acts, 1882 to 1890, on the part of the trustees and beneficiaries under the will, dated the 6th of October, 1877, of Thomas Peake (who died on the 23rd of April, 1881) that the trustees might be authorized to sell for cash the whole or any part of the testator's Tileries Estate, and to lay out, with the approval of the court, part of the estate for streets, open spaces, &c. The present trustees were two ladies, one of whom was a widow and one unmarried, and North, J., on the 29th of July, 1893, refused to confer the authority upon two ladies, but allowed the petition to stand over generally, with liberty to amend (42 W. R. 125; 1893, 3 Ch. 430). The petition was brought on again upon evidence that the ladies were peculiarly fit to be trustees. The estate included minerals, but a slip had occurred since the testator's death, rendering it hopeless to work the mines at a profit. It was now proposed to sell the land as a building estate, but as the testator's business was still being carried on, considerable liability attached to the trustees, and it had proved impossible to get anyone but the ladies to act. There was a mortgage for £30,000 subsisting, and payment was asked of this sum, but if the estate was sold as a building estate payment by degrees would be accepted. Miss Eliza Peake, one of the trustees of the will, had for twenty years before her father's death drawn business cheques for wages (her father being paralyzed) and looked after the accounts, and was a very shrewd woman of business. The other trustee, her sister, was a widow without children, and lived with her.

NORTH, J., said that, as Miss Peake had exceptional qualifications, he would make the order, as he thought he might safely do so if "with the approval of the court" was transposed, so that the authority to sell was subject to such approval. The names of the trustees must be put into the order, and the authority given to them confined to their joint lives.—COUNSEL, *Swinfen Eady, Q.C., and Tyssen; R. F. Norton. SOLICITORS, Cronin, Orgill, & Cronin; Field, Roscoe, & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

POWELL v. BIRMINGHAM VINEGAR BREWERY CO. (LIM.)—Stirling, J., 24th July.

TRADE-MARK—NAME OF ARTICLE SOLD BY PLAINTIFF—USER BY DEFENDANT ON DIFFERENT ARTICLE—REPRESENTATION CALCULATED TO DECEIVE—INJUNCTION.

This was a motion by the plaintiff, trading as Goodall, Backhouse, & Co., to restrain the defendant company from passing off, or attempting to pass off, and from enabling others to pass off, sauce not of the plaintiff's manufacture as or for the goods of the plaintiff by the use of the term "Yorkshire Relish," or in any other way. The plaintiff and his predecessors in title had for thirty-four years and upwards manufactured and sold a sauce, the composition of which was a trade secret, under the name of "Yorkshire Relish," and down to November, 1893, the plaintiff's sauce was the only sauce in the market known under that name. In November, 1893, however, upon the application of the defendant company, the trade-mark, "Yorkshire Relish" (which been registered by the plaintiff in 1884), was removed from the register of trade-marks in consequence of the decision of the House of Lords in *Powell v. Birmingham Vinegar Brewery Co.* (1894, A. C. 8), affirming the decision of Chitty, J., and the Court of Appeal: see *Re Powell's Trade-Mark* (41 W. R. 827; 1893, 2 Ch. 388). Soon after the decision of the House of Lords the defendant company placed upon the market a sauce which they described as "Yorkshire Relish," and the plaintiff thereupon brought the present action. The labels upon the bottles in which the defendants' sauce was sold did not in their general appearance resemble the plaintiff's labels, but contained at the top the words "Yorkshire Relish" in large

letters, and below the words "Manufactured by the Birmingham Vinegar Brewery Co. (Limited), Successors to Holbrook & Co., London and Birmingham." The bottles were placed in wrappers containing the same words as the labels. The plaintiff's evidence showed that the defendants' sauce was widely different from the plaintiff's, and as this evidence was not contradicted, his lordship assumed, for the purposes of the motion, that the sauces were different. Upon the evidence his lordship came to the conclusion (1) that, until the defendants put their sauce on the market, wholesale and retail dealers ordering "Yorkshire Relish" knew it to be manufactured, and relied on its being manufactured, by the plaintiff; (2) that many consumers, not knowing anything of the manufacturer, expected to get what they had been accustomed to get, sauce of the plaintiff's manufacture; (3) that, as the result of the defendant company calling their sauce "Yorkshire Relish," an unwary purchaser, seeing the words "Yorkshire Relish" prominently on the defendants' label, and buying the defendants' article, although the label was different, might very well be deceived into thinking that the label was a new one, and that he was getting the plaintiff's sauce. For the plaintiff it was contended that the words "Yorkshire Relish" referred to a sauce made by the plaintiff as distinguished from sauce made by other manufacturers, and that the defendants' method of describing their sauce was likely to mislead purchasers, and to lead them to buy the defendants' sauce as and for the sauce of the plaintiff. The defendants relied on the judgments in the House of Lords in *Powell v. Birmingham Vinegar Brewery Co.*, contending that the plaintiff had no monopoly in the manufacture, and that, consequently, they had a right to sell the same sauce, or even a different sauce, and to call it "Yorkshire Relish."

STIRLING, J., said the decision of the House of Lords in *Powell v. Birmingham Vinegar Brewery Co.* conclusively established that the words "Yorkshire Relish" did not constitute a trade-mark of the plaintiff's capable of registration under the Patents, Designs, and Trade-Marks Act, 1883. The plaintiff, nevertheless, might be entitled to such rights in respect of the words as entitled him to sue. His lordship referred to the judgment of Lord Blackburn in *Singer Manufacturing Co. v. Loog* (31 W. R. 325, 8 App. Cas. 15), and said that it was not necessary to consider whether, in cases of the class spoken of by Lord Blackburn, it was possible that the plaintiff might have an absolute or exclusive right to the name; ordinarily, at all events, his right was not so extensive, and was limited to preventing any one from so using the name as to pass off his goods as the goods of the plaintiff. It was one of the grounds of the decision of the Court of Appeal and the House of Lords that the right of the present plaintiff was of the latter kind. Evidence of a very similar nature to that which was now before his lordship was adduced in the former litigation. [His lordship referred to the judgments of the Court of Appeal and the House of Lords.] Now the case of *Reddaway v. Bentham Hemp Spinning Co.* (1892, 2 Q. B. 639; 41 W. R. Dig. 253) showed that in order to entitle the plaintiff to an injunction it was not necessary for him to make out a case of fraud or intention to mislead on the part of the defendants, but that it was sufficient if he established two things—first, that the words "Yorkshire Relish" meant a sauce manufactured by the plaintiff as distinguished from sauce made by other manufacturers; and, secondly, that the defendants so described their sauce as to be likely to mislead purchasers, and to lead them to buy the defendants' sauce as and for the sauce of the plaintiff. It was contended on behalf of the defendants that the plaintiff failed to make out either. As regards the former of these two things, it was said that the name "Yorkshire Relish" had been simply used to designate or describe the article manufactured by the plaintiff, and could not before November last mean the manufacture of the plaintiff as distinguished from that of other manufacturers, because down to that time the plaintiff was the sole manufacturer. It was urged that the plaintiff had no monopoly in the manufacture, and that the defendants consequently had a right to make and sell the same, or even a different article, and call it by the name of "Yorkshire Relish." A similar point was considered in the case of *Sievert v. Findlater* (26 W. R. 459, 7 Ch. D. 801), where the plaintiff sought to restrain the use of the word "Angostura" in connection with a secret preparation, known as "Angostura Bitters," it being admitted that the defendant's preparation was different from the plaintiff's. From that case it appeared that, although the learned judge held that the plaintiff had no exclusive title to the name "Angostura Bitters," he nevertheless had such a right or an interest in the name as to entitle him to an injunction to restrain the use of the words so as to induce the belief that the article was made by the plaintiff. It was true that the case was one of fraud, but *Reddaway v. Bentham Hemp Spinning Co.* showed that the plaintiff might succeed without proving fraud. *Linoleum Manufacturing Co. v. Nairn* (26 W. R. 463, 7 Ch. D. 834) and *Re Palmer's Trade-Mark* (32 W. R. 306, 24 Ch. D. 504) appeared to him to show that the maker of a secret preparation or patented article might, while the secret remained undiscovered or the patent was unexpired, obtain an injunction to restrain the sale of the goods under the name by which the preparation or article was known. Down to November last the plaintiff was the sole manufacturer of "Yorkshire Relish," and he still was the sole manufacturer of the article which prior to that time was so designated; for upon the evidence before him it must be taken that the article manufactured by the defendants differs from that made by the plaintiff. He stood, therefore, in a similar position to the plaintiff in *Sievert v. Findlater* or to persons who during the continuance of a patent applied the name of the patented article to something not made in accordance with the patent. In his opinion, the defendants, if they desired to use the words "Yorkshire Relish" in connection with their sauce, were bound to take similar precautions to those which the law imposed on persons who desired to employ in connection with their goods designations to which a plaintiff had no exclusive title, but which by use in a secondary sense had come to denote the plaintiff's manufacture.

Seizo v. Proveyende (14 W. R. 357, L. R. 1 Ch. App. 192), *Masson v. Theley's Cattle Food Co.* (28 W. R. 966, 14 Ch. D. 745), *Montgomery v. Thompson* (1891, A. C. 217; 39 W. R. Dig. 235). The question then arose had the defendants done so. In his opinion they had not. It was quite true that the plaintiff's and defendants' labels were very different, and that the name of the defendants or their predecessors appeared as that of the manufacturer. The words "Yorkshire Relish," however, formed so conspicuous a part of the defendants' label that, in his judgment, the unwary purchaser, who either knew nothing about the manufacturers or did not happen to remember the name of the manufacturer of the article, which he had been accustomed to buy, was extremely likely to be misled into purchasing the defendants' sauce when he meant to buy the plaintiff's, and the plaintiff's evidence appeared to him to show that this had actually happened. It was not for him to say how the defendants were effectually to distinguish their goods. He took the law to be as laid down in *Montgomery v. Thompson* by the Lord Chancellor. In his opinion, therefore, the plaintiff was entitled to an injunction in the form approved of by Lords Watson and Macnaghten in *Montgomery v. Thompson*—that is, restraining the defendants from using the words "Yorkshire Relish" as descriptive of, or in connection with, any sauce or relish manufactured by them, or sauce or relish (not being of the plaintiff's manufacture) sold or offered for sale by them, without clearly distinguishing such sauce or relish from the sauce or relish of the plaintiff.—COUNSEL, *Graham Hastings, Q.C.*, and *J. Cutler; Moulton, Q.C., Buckley, Q.C.*, and *Vernon Smith*. SOLICITORS, *Salaman; Thoroughgood, Tubor, & Harcastle*, for *Cooper & Co.*, Newcastle, Staffordshire.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

Winding-up Cases.

Re GLORY PAPER MILLS CO. (LIM.).—Vaughan Williams, J., 16th July.

COMPANY—WINDING UP—CONTRIBUTORY—SUBSCRIBING MEMORANDUM—APPLICATION FOR SHARES BY INDIVIDUAL IN NAME OF FIRM—CONTRACT—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 23.

This was an application by Mr. Dunster that his name might be struck off the list of contributories of the above-named company in respect of 100 shares in the company. The applicant was a member of the firm of Dunster & Wakefield, and when the company was registered in May, 1887, he signed the memorandum in his own name. The firm had in May, 1887, become the agents for the company, and it was arranged that the firm should take up and pay for in full 100 shares of £10 each in the company in consideration of the firm having the agency of the company with a commission of 2½ per cent. The applicant signed the application form in the name of the firm, and the shares were allotted to the firm and fully paid up. The company was ordered to be wound up in March, 1893, and the applicant was put on the list of contributories by the liquidator for 100 shares in respect of his signature of the memorandum. It was stated that the applicant signed the memorandum in his own name instead of in that of the firm because the Registrar of Joint-Stock Companies will not accept the signature of a firm. The following cases were referred to: *Gilman's case* (34 W. R. 362, 31 Ch. D. 432), *Migotti's case* (L. R. 4 Eq. 238), *Re Prover & Co.* (15 W. R. 166), *Nokes' case* (16 W. R. 413, 1135), *Neuma's case* (15 W. R. 543, on appeal L. R. 2 Ch. 427), *Ramsgate Hotel Co. v. Montgomerie* (14 W. R. 335, L. R. 1 Ex. 109).

VAUGHAN WILLIAMS, J., refused the application, and said in the course of his judgment that he should be very sorry if there was an injustice done as the court had no means of setting the injustice right, but he did not think in the circumstances of this case there was any injustice. The company was being promoted, and it seemed good to the applicant and his firm to give their support to the proposed company by the applicant signing the memorandum for 100 shares. Probably the Registrar of Joint-Stock Companies would not accept the signature of a firm as the signature of one of the seven signatories of the memorandum required by statute. He was far from saying that he was wrong. In these circumstances the applicant had signed the memorandum, and therefore section 23 of the Companies Act, 1862, applied, and provided what his liability should be. Section 23 said that "the subscribers of the memorandum of association of any company under this Act shall be deemed to have agreed to become members of the company whose memorandum they have subscribed, and upon the registration of the company shall be entered as members on the register of members hereinafter mentioned; and every other person who has agreed to become a member of a company under this Act, and whose name is entered on the register of members, shall be deemed to be a member of the company." It seemed therefore to him to be beyond a doubt that the applicant, the moment he signed the memorandum, must be deemed to have agreed to become a member of the company, and his name ought forthwith to have been entered on the register. The applicant was a director of the company and failed in his duty in not immediately putting his name on the register. It was said that when the applicant signed the memorandum he was acting on behalf of his firm. However much that may have been an arrangement between the applicant and his firm, the liability of the applicant was not affected by it. In this state of things the directors, of whom the applicant was one, and the firm of Dunster & Wakefield were minded if they could to transfer the liability of the applicant to his firm. It was true that the applicant as a member of the firm would be jointly and severally liable. But that was not the same thing as being individually liable. It was only necessary to point out one circumstance to shew the difference. For instance, the rights of set-off obviously would be different. It was impossible for him to say that the statutory obligation of the applicant was satisfied by the name of the firm

being on the register. The directors seemed to have some misgivings in the matter, and therefore they did not put the name of the firm on the register, but received an application from the other members of the firm. The application was unconditional and the allotment was also unconditional. Having regard to certain entries in the minute book he could not help thinking that on the 17th of May, 1887, the firm had not been appointed agents of the company, and were very anxious to get the appointment. The allotment could not satisfy the applicant's liability. The only authority he need allude to was *Nokes' case* (*supra*). [His lordship stated the facts in that case and said that it was wholly different from the present.] The application must be refused, with costs.—COUNSEL, Buckley, Q.C., and Methold; Farwell, Q.C., and E. S. Ford. SOLICITORS, Blackford & Riches; Goldring & Bell.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

DAVIES v. BOLTON & CO. (LIM.).—Vaughan Williams, J., 23rd July.
COMPANY—WINDING UP—DEBENTURE—IRREGULARITIES IN ISSUE OF—ARTICLES OF ASSOCIATION—SEAL OF COMPANY.

This was a debenture action brought by G. L. Davies against the above-named company to enforce a first mortgage debenture issued to Bolton, the vendor to the company, which was immediately transferred to Davies, and after the commencement of the action to Cecil Fane, who obtained leave to continue the proceedings. The company was in liquidation, and the action was defended by the official receiver and liquidator in the name of the company. Various objections were raised to the debenture—viz., (1) that it was not properly issued by the company, on the ground that the seal of the company had never been affixed to the instrument, nor was the instrument sealed or delivered with the authority of or so as to bind the company. It appeared that the debenture was sealed in the presence of Millington, the secretary of the company, and of Bolton, and was then handed to someone acting on Davies' behalf. The only director present was Bolton. It was also objected that no meeting of the directors was held or convened at which the necessary resolution could be passed, and that the seal was affixed by the sole authority of Bolton, the person in whose favour the instrument purported to be made, and that no other director of the company was present, or voted in favour of the affixing of the seal, and no meeting of the directors had been convened for that purpose or in fact. It was further objected that, even if a meeting of the directors had been duly convened, article 95 prohibited Bolton from passing any such resolution as required by article 118, and that the moneys purported to be secured were not moneys which the director had power to secure within the meaning of the articles. The following are the material clauses in the articles:—55. "The directors may from time to time, at their discretion, raise or borrow any sum or sums of money for the purposes of the company, but so that the moneys at any one time owing shall not, without the sanction of a general meeting, exceed the nominal amount of the capital of the company." 56. "The directors may borrow or raise, or secure the repayment of such moneys, in such manner and upon such terms and conditions as they think fit, and in particular by mortgage of or by the issue of debentures or debenture stock of the company, perpetual or otherwise, with or without a trust deed, charged upon all or any part of the property and rights of the company (both present and future), including its uncalled or unpaid capital for the time being." 95 provided that no director should vote in respect of any contract in which he was interested, and if he did vote his vote should not be counted. 115. "Any mortgage, bond, debenture, trust deed, or other security bearing the common seal of the company and issued for valuable consideration, shall be binding on the company, notwithstanding any irregularity touching the authority of the directors or officers or servants of the company to issue the same, and no person taking any such security shall be bound to ascertain that the limit prescribed by article 55 has not been exceeded." 118. "The common seal of the company shall be deposited at the office of the company, and shall never be affixed to any document except in the presence of two directors, or of one director and the secretary or the person acting as secretary, and in pursuance of a resolution of the directors, or a committee of the directors fully authorized by the directors." By article 89 Bolton was to be first managing director with the remaining six subscribers to the memorandum, until other directors should be appointed to act with Bolton.

VAUGHAN WILLIAMS, J., said that the practice of insolvent traders turning themselves into limited companies and then issuing debentures in favour of some or all the creditors of the particular trader—debentures which secured really the price that was payable by the company to the vendor—had of late years, it seemed to him, become extremely frequent. It was quite clear that in many cases the whole operation was a mere fraud. It involved conduct which, if it was that of an individual trader, no one would hesitate in describing as a fraud upon his creditors. The court ought not easily to permit a man, by taking the benefit of the device of turning himself into a company, to defraud his creditors. His only reason for saying this was because he was led by the practice of translating a trader into a company to scrutinize every step in such a transaction, and to take care, if any slip was made in carrying it out, that the law should not be strained in favour of the parties to such a transaction. He was glad, however, to say that the present case was not a bad or flagrant instance of the uses of the practice referred to. Bolton was not present, and his lordship did not wish to say anything against him. He was of opinion that the seal had been so affixed to the debenture as to bind the company. Bolton was a director, and certain clerks and friends were the other directors, but Bolton was the beginning, the middle, and end of the company. Assuming that the presence of Bolton was not a compliance with article 95, he thought that article 115 applied so as to cure the irregularity. The other objections were, according to his

view, made in respect of matters which were mere irregularities. They related principally to the internal management of the company, and when the court was satisfied that the seal of the company had been affixed to the debenture in the course of business by those who had the management and control of the company, non-compliance in the manner pointed out seemed to come within the terms of and to be cured by article 115. If there had been anything on the face of the debenture which showed a non-compliance with the articles his lordship would have considered the case not to be covered by article 115. The debenture was signed by Bolton and the secretary. [His lordship read article 118 and continued:—] This debenture was, *ex facie*, signed by one director in the presence of the secretary. It was urged that this was not sufficient, because Bolton, being an interested party, was not a director who had authority to sign, having regard to article 95. That was true, but an examination of the articles would not tell the solicitors of this defect. They could not tell whether Millington was a director. The debenture was valid, and must be enforced. On the question of costs his lordship said he would ascertain what was the practice of the Chancery Division.—COUNSEL, Herbert Reed, Q.C., and Eastwick; O. L. Clare. SOLICITORS, Deacon, Gibson, & Medcalf; Firth & Co.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

Re SOUTH AMERICAN AND MEXICAN CO. (LIM.).—Vaughan Williams, J., 20th July.

JUDGMENT BY CONSENT—RES JUDICATA—ESTOPPEL.

This was a summons by the Bank of England in the winding up of the above-named company that the decision of the official receiver and liquidator by which he rejected a proof of the bank might be reversed and the proof of the bank might be admitted in whole, raising a question whether a judgment by consent estopped the official receiver from disputing the existence of an agreement binding the company. The winding-up order was made on the 2nd of August, 1893, and the bank claimed that at the date of the order the company was indebted to the bank in a sum of £401,595 5s. 5d., against which the bank held security estimated at £170,000. The following are the circumstances connected with the proof. In April, 1891, Murrietta & Co. owed the bank a sum of about £585,000, and in June, 1891, negotiations took place between Murrietta & Co. and the company with the result that the above-named company became liable for the debt which Murrietta & Co. owed the bank. The debt was payable by instalments, and the first instalment of £100,000 was paid by the company in the early part of 1892. In July, 1892, the bank sued the company for the second instalment, which was alleged to be due on the 19th of June, 1892. The company denied the agreement, and counter-claimed for a return of the instalment already paid. When the action came on for trial before Kennedy, J., a compromise was arrived at and a judgment taken by consent.

VAUGHAN WILLIAMS, J.—I am of opinion that my decision must be in favour of the Bank of England. The reason why I have had any doubts has been that I could see so little reason for doubting that I was afraid that I must be overlooking something. There are two questions which arise in this case. One question is, What would be the effect of the judgment if it had been arrived at in the ordinary way instead of being by consent? The second question is whether it makes any difference that the judgment was by consent. I will deal with the second point first. I am of opinion that the fact that the judgment was by consent makes no difference whatever. It is quite true that the judgment by consent was based upon an agreement between the parties, and that if it is not in accordance with that agreement it should be altered so as to be made in accordance with it. The ordinary course would be a proceeding to reform the judgment if it was not in accordance with the agreement. I do not know whether, in an action between the official receiver and the Bank of England, I should think it necessary to compel the official receiver to resort to such a roundabout method. It seems to me the proper course would be, as he represents the creditors, to allow the official receiver to go behind the judgment if its terms differed from those of the agreement, which is the basis of the judgment. But I have not to decide that, because it is not suggested that the judgment was drawn up otherwise than according to the agreement between the parties. In these circumstances it seems to me that the only question left to me as to the first point is whether a judgment by consent, upon which the court has not exercised its mind, can or cannot create an estoppel between parties. I am of opinion that it can. I have never heard it suggested that it could not. It has always been the law that a judgment obtained by consent raises an estoppel just as much as in a case where the court has exercised a judicial discretion in the matter after hearing an argument. The basis of the law of estoppel in these cases is that, when once the parties have litigated a matter, the judgment should put an end to the litigation, and if the parties agree on a judgment that raises an estoppel just as much as if all the questions raised had been fought out. One of the authorities cited to me was *Jenkins v. Robertson* (L. R. 1 H. L. 117, 15 W. R. Dig. 7). That, however, is not a decision on the general law. It was an action in which, according to the law of Scotland, one person is allowed to represent the public, the result of it binding the public at large. All that the House of Lords decided was that the decision in such an action would not bind the public if the result was arrived at by consent, and, *a fortiori*, if it was arrived at by a purchased consent. That does not touch this matter at all. Under these circumstances I come to the conclusion that I must treat this judgment, although by consent, as being binding upon the parties to the action in just the same way as if it were a judgment arrived at after the case had been fought out. That being so, the other question which I have to consider is as to what matters it is conclusive. The action was for £100,000, which was an instalment of a debt alleged by the statement of

claim to have been agreed to be paid by the defendants to the plaintiffs at certain specified dates, the identity being established by the particulars delivered with the statement of claim. It seems to me impossible that the plaintiffs could have recovered in that action without establishing that agreement. Then what is the judgment? It is this: "This action having been tried before Kennedy, J., without a jury (by consent), . . . and the said Kennedy, J., having by consent ordered that judgment should be entered for the plaintiffs on the claim for £100,000 and costs, and dismissed the counter-claim with costs, and the said judge having also ordered by consent that execution should be stayed except as to the costs, and that if within three weeks from the . . . 30th of June 1893, the sum of £60,000 was paid to the plaintiffs, or secured as therein mentioned, 'the plaintiffs should account it . . . in full discharge of all claim on the defendants. . . . It is this day adjudged that the plaintiffs recover from the defendants £100,000 and costs to be taxed. And that the defendants' counter-claim be dismissed with costs to be taxed.' It seems to me that that is a judgment for the £100,000 claimed in the statement of claim. I should have had no doubt even if there had been no counter-claim, but that makes it to me all the more clear that the £100,000 mentioned in the judgment is the £100,000 claimed under the same agreement, the non-existence of which was the basis of the counter-claim. I think it is plain what was done in the action. The plaintiffs alleged the existence of an agreement, and claimed £100,000 as due under it. The defendants said that no such agreement existed, and the plaintiffs ought to pay them back the money. That being so, it seems plain to me that the effect of the judgment was that there was such an agreement, and therefore judgment for £100,000 must be entered for the plaintiffs, and the counter-claim for the return of the first £100,000, which was based on the non-existence of the agreement, must be dismissed. Under these circumstances it is abundantly clear that the existence of this particular agreement was of the essence of the plaintiffs' claim in the action. It would have been impossible that the plaintiffs should have recovered the £100,000 in the action unless they had established that the agreement existed. It is said that it is a mere coincidence that the amount for which judgment was taken by consent was the same as the amount which was claimed in the action, and that there was no judgment on the claim itself, but that it was only intended that that amount should be paid, but not under the claim, or in respect of it, and that the existing action was only used as machinery for securing the amount. If that was the intention there was a very simple mode of carrying it out, and that mode was not followed. The judgment on the claim and counter-claim affirms the existence of the agreement, and under these circumstances the official receiver cannot be allowed to question the claim of the applicants. I give judgment accordingly in the terms of the summonses. The applicants must have their costs.—COUNSEL, *Finlay, Q.C., H. D. Greene, Q.C., R. Bray, and H. Wright; Moulton, Q.C., and G. P. C. Lawrence.* SOLICITORS, *Freshfields; Hollams, Sons, Coward, & Hawckesley.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

Solicitors' Cases.

IND, COOPE, & CO. v. KIDD—Q. B. Div., 20th July.

RECEIVER—LIABILITY—SUMS RECEIVED AND PAID TO SOLICITOR FOR THE PARTIES ENTITLED—AGENCY OF SOLICITOR.

Appeal from an order of the judge in chambers, affirming the decision of a master, disallowing in the accounts of the receiver in this action a sum of about £400 which he had paid to the solicitor who had acted for the plaintiffs, and which the solicitor had failed to hand over to the persons entitled to it under the order appointing the receiver. The receiver had paid this amount to the solicitor in various sums and at various times during a period of three years, and had taken one receipt from the solicitor for the aggregate sum so paid, no separate receipt for each sum having been given. The order by which the receiver was appointed directed him to receive an annuity and other moneys to which the defendant was entitled, "and, in the first place, to pay or allow thereof the sum of £1 per week to the defendant for her maintenance, and, next, to pay the costs of and relating to this application and of the interim orders for receiver and of the receivership (such costs to be taxed in case the parties differ), and then to pay the amount of the judgment debt, £289 1s. 2d., and £7 7s. costs due to the above-named plaintiffs, Ind, Coope, & Co., and, after satisfaction of such judgment debt and costs, to pay, *pari passu*, any debts owing by the defendant to Messrs. Aitchison & Co., and £7 7s., the agreed amount of their costs of action, and any debts owing by the defendant to Messrs. Robertson, Sanderson, & Co., and any debts owing to Messrs. Blair & Co." It was contended on behalf of the receiver that the solicitor was agent for the parties entitled, and that, on the analogy of the practice as to moneys received under a *fi. fa.*, the receiver ought to have credit for the moneys paid to the solicitor. *Fouci v. Little* (Wm. Blacket. 7), *Croser v. Pilling* (4 B. & C. 26), *Devins v. Hulme* (15 M. & W. 88), *Henning v. Hale* (29 L. J. C. P. 137), *Re Browne's Estate* (19 L. R. Ir. 132), *Dixon v. Wilkinson* (4 De G. & J. 503), and *Daniell's* Chancery Practice, 6th ed., p. 1702, were cited.

THE COURT (MATHEW AND DAY, JJ.) dismissed the appeal.

MATHEW, J.—This appeal must be dismissed. The receiver was appointed to receive an annuity and other moneys, and to apply what he received in the manner pointed out by the order by which he was appointed. It is quite clear that he ought to have paid the moneys to the persons and according to the priorities mentioned in the order; it was his duty either to pay it himself to those persons or to see that it was paid to them. Instead of doing so, he paid it to the gentleman who had acted as

solicitor to the creditors in the actions, and who was also solicitor to the receiver. There was no intentional irregularity on the part of the receiver; he intended that the money should be applied by the solicitor according to the terms of the order. The solicitor did not so apply it. The question is whether the solicitor was agent for the judgment creditors. It is clear to me that he was agent for the receiver only. It is contended that a sheriff is permitted to pay the proceeds of an execution to the solicitor of the judgment creditor. The object of that practice, no doubt, was to hasten the release of the debtor from prison. We are asked to extend that practice to the case of a payment by a receiver. Execution by means of a receiver is an importation from the procedure in courts of equity. The practice on the point is correctly stated in the passage which has been cited from *Daniell*. A receiver must pay the money received to the right persons and must obtain proper receipts. He has not done so in this case, and I think the order of the judge in chambers was right.

DAY, J., agreed. Appeal dismissed.—COUNSEL, *Lawson Walton, Q.C., and Fox; Carson, Q.C., and Lush; Robson, Q.C., and Chester; Ashton Cross.* SOLICITORS, *J. E. & H. Scott; Johnson, Weatherall, & Sturt; Charles Rogers; Arthur Vernon.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

* * In the report of *Re J. F. Read* (*ante*, p. 581) the names of Messrs. Hales, Trustram, & Co. should have been mentioned as the London agents for Mr. Read.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The following are extracts from the annual report of the council:—

Number of Members.—The society now consists of 7,490 members, of whom 3,358 practise in town and 4,132 in the country; 300 new members have joined the society during the past year, and, after deducting the loss caused by death and other causes, the increase is 75. The number of solicitors who took out certificates for the year 1893 was upwards of 15,000.

Extension of the Society.—The council have considered the effect produced on the society's funds by the alteration (made in the year 1888) in the amount of the subscriptions of country members, and they find that while on the one hand there has been an increase of 1,084 in the number of country members of the society, on the other hand there has been a diminution of income from this source, and the general expenses of the society in the purchase and distribution of new rules, postage, stationery, office work, &c., has increased to a very great extent, in consequence of the increase in the number of members. The council therefore think it will become necessary that the amount of the subscription of country members should be reconsidered, and they are in communication with the provincial law societies on the subject. It is of the greatest importance that the influence of the society should be increased by adding to the number of its members so as to embrace as far as possible the whole profession.

The Right Hon. H. H. Fowler, M.P.—On the occasion of the appointment of the Right Hon. H. H. Fowler (a member of the council) as one of Her Majesty's principal Secretaries of State (India), the council passed a resolution tendering to Mr. Fowler their sincere congratulations on behalf of the society and of the profession on his appointment to that high office. It was determined that the event should be marked by having a portrait of Mr. Fowler painted for the purpose of being placed in the Hall, and for this purpose a circular was sent to the members of the society giving them an opportunity of adding their names to the list of subscribers. The circular has been well responded to, and the council hope that the members will soon have an opportunity of seeing the portrait in the society's Hall.

Bye-Laws.—The council have had for some time under consideration the old bye-laws of the society, which in some respects were very complicated, and they have had them rearranged. Little new matter has been introduced, the main object having been to simplify the bye-laws and to arrange them in their logical order. The proposed new bye-laws were brought before the Special General Meeting on April 27 last, when they were adopted with one amendment.

Professional Purposes.—During the past year eight solicitors who were convicted of various offences have, on the application of the society, been struck off the roll. Convictions under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 65) have been obtained against thirteen unqualified persons; and in several cases in which proceedings were taken the unqualified persons, though not convicted, were ordered to pay costs. Applications for the renewal of certificates which had been allowed to lapse for more than one year have been dealt with, and either refused or conditions imposed, including the payment of fines to the Commissioners of Inland Revenue. Several appeals against the council refusing to authorize the renewal of certificates were heard by the Master of the Rolls, but in each case his lordship upheld the decision of the council. Three applications for restoration to the rolls were opposed by the council, with the result that the Master of the Rolls declined to make any order on them.

Registry of clerkships and securities.—Last year the council informed the members that the registers had, since their establishment, been carried on at a considerable loss, which had been occasioned by the printing and distribution of the monthly list, the fees received being inadequate to meet the expenditure, and that therefore, as an experiment, and with a view to diminishing the loss in this department, they had decided that the issue gratis to all the members of the monthly list should be discontinued.

as soon as practicable, and that only a sufficient number of copies of the list should be printed each month to meet the demand which may be made by members of the society—members being charged 6d. and non-members 1s. per copy, the fee of 5s. for entries remaining the same as before, except that the period during which an entry is kept on the books is three instead of six months. The council again desire to draw the attention of members to the value to the profession of the registry, as enabling them to negotiate sales, mortgages, and other investments for their clients without the intervention of agents. That the registers have been of considerable service to the profession is evidenced by the large number of daily searches and of entries which have been made upon them, representing in the aggregate—(a) Securities offered on mortgage, £6,988,300; and (b) money for investment on mortgage, £7,698,332. With regard to sales of land and other properties, it is impossible to give the aggregate value, as no reference to it is made on the registers. It is hoped that the profession will make still greater use of the registers in the future than they have done in the past. Besides the property registers there are also registers of (s) clerkships vacant; (r) clerkships wanted. A fee of 1s. is charged in the first instance for each entry by a clerk, with a renewal fee of 1s. at the end of every three months, which includes the right of searching register (s), and clerks who have not entered their names in the register are permitted to search for three months on payment of a fee of 1s. A solicitor who requires a clerk has to pay a fee of 2s. 6d., such fee giving the privilege of both making an entry and searching until suited.

Corporation Leases.—Complaint has again been made of the objectionable covenant inserted by some corporations in their leases, to the effect that all deeds relating to the property should be prepared by the solicitor for the lessor at the expense of the lessee. The council consider that covenants of this description are an unjust interference with the liberty of the lessee and persons desirous of dealing with the leased property, and that where such covenants exist they should not be enforced, and that they should not be inserted in future leases. They have accordingly addressed a circular on the subject to the corporations in question.

Classification of Cause Lists.—At the annual provincial meeting held at Plymouth in 1891 a resolution was passed in favour of the separation of commercial actions from the Queen's Bench general cause list, with the view to more speedy and certain trial of such actions. The council took the resolution into consideration, and as soon as possible formed a joint committee with the Bar Committee, and early in 1892 the joint committee reported to the Lord Chancellor that "if the High Court of Justice was to regain the confidence of the commercial community, or even retain its limited share in the settlement of mercantile disputes, it was imperative that a separate list should be established for the entry of commercial actions, and that such list should be disposed of by a judge specially assigned for that purpose." A summary was given of actions which this list should contain, and various suggestions were made for carrying the scheme into effect. In reply to further suggestions communicated to the council, they laid special stress upon the following points:—(1) That it was desirable to discontinue the sittings in the Guildhall, but that plaintiffs should be at liberty to lay the venue in London, so as to insure their actions being tried by a special jury from London. (2) That the recommendation made on several previous occasions by the council, that divisional courts should be abolished, and that all matters hitherto heard before such courts should be heard before a single judge, should be adopted. (3) That the list for the day should always be published at the time of the mid-day adjournment for luncheon on the day before. (4) That it should be the duty of some officer of the court to ascertain the probable duration of trials, with the view of insuring that a cause not likely to be reached should not appear in the day's list. The judges of the Queen's Bench Division have recently published some regulations to provide for the more regular sittings of courts to hear actions, with and without juries, either special or common; to provide a separate court for the trial of commercial actions, and to secure the publication of lists of the cases to be in the paper during the week following the publication, and have adopted most of the suggestions made by the council.

Long Vacation Business.—An opportunity was afforded to the council in July last of seeing the draft of some regulations for the transaction of business during the Long Vacation. Representations made by the council to the proper authorities have led to arrangements under which orders for payment of money out of court can be obtained during the Long Vacation.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

June, 1894.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

STEPHEN LEE MACANDREW, who served his clerkship with Mr. James Hawes, of London.

PETER DAVID THOMAS, who served his clerkship with Mr. William Henry David, of the firm of Messrs. R. P. Morgan & David, of Heath.

FREDERICK WILLIAM BISHOP, LL.B., who served his clerkship with Mr. Thomas Obblein, of London.

THOMAS ALFRED GOAMAN, who served his clerkship with Messrs. Rooker

& Bazeley, of Bideford; and Messrs. Minet, Harvie, Smith, & May, of London.

GERALD OSCIL BISGOOD, B.A., who served his clerkship with Mr. Reginald Lowbridge Foster, of Wells.

WALTER POWELL NICHOLAS, who served his clerkship with Mr. Thomas Stephen Edwards, of Newport.

SECOND CLASS.

[In Alphabetical Order.]

Ralph Stuart Bond, who served his clerkship with Mr. Stephen Woodbridge, of the firm of Messrs. Woodbridge & Sons, of London.

Alfred Percival Dell, who served his clerkship with Mr. Charles Goddard, of the firm of Messrs. Peacock & Goddard, of London.

Samuel Oscar Gray, who served his clerkship with Messrs. Freshfields & Williams, of London.

Charles Alexander Hooper, B.A., who served his clerkship with Mr. Alfred Octavius Kirby, of the firm of Messrs. Gedgo, Kirby, & Millett, of London.

Lovell Latham, who served his clerkship with Mr. Lionel Bamed Mozley, of London.

Richard Henry Leech, who served his clerkship with Mr. Edwyn Holt, of the firm of Messrs. Holt & Risque, of Manchester.

Arthur Edward Willoughby Marshall, who served his clerkship with Mr. John Graham, of the firm of Messrs. Nicholson, Graham, & Graham, of London.

John Marshall, who served his clerkship with Mr. Odden Frederick Read, of Mildenhall; and Mr. John Jarrett Morten, of the firm of Messrs. Morten, Cutler, & Co., of London.

Ernest Wrigley Perkins, who served his clerkship with Mr. Alexander Neill, of Bradford.

Arthur Neville Stephens, who served his clerkship with Mr. Henry Alfred Stephens, of London.

Percival Sterry, who served his clerkship with Mr. Thomas Hayward Budd and Mr. Edwin Hart, of the firm of Messrs. Budd, Brodie, & Hart, of London.

John Fairbairn Stewart, who served his clerkship with Mr. Adolphus Havergal Dickinson, of Newcastle-on-Tyne.

Robert Coare Swaine, who served his clerkship with Mr. Walter Edward Moore, of the firm of Messrs. Wilde, Berger, & Moore, of London.

Reginald John White, who served his clerkship with Mr. Sydney Pitt, of London.

THIRD CLASS.

[In Alphabetical Order.]

Robert Edmund Campbell, B.A., who served his clerkship with Mr. Alfred William Lightbody, of the firm of Messrs. Cleveland & Lightbody; and Mr. Joseph Benjamin Murray, both of London.

Gerar Duncomb Clough, who served his clerkship with Mr. Henry Wakeham Purkis, of London.

Charles Christopher Davie, LL.B., who served his clerkship with Mr. William Dawes Freshfield, of the firm of Messrs. Freshfields & Williams, of London.

Ernest Croudace Dobinson, who served his clerkship with Mr. John Carr Bolam, of Sunderland.

Reginald Claude Gould, who served his clerkship with Mr. William Henry Pitman, of the firm of Messrs. Pitman & Sons, of London.

Frank Fraser Haddock, who served his clerkship with Messrs. Clarke & Son, of High Wycombe.

Frank Seaton Ingle, who served his clerkship with Mr. Charles Edward Little, of the firm of Messrs. Little & Lyle, of Bath; and Messrs. Busk & Mellor, of London.

William Dampier Jeans, who served his clerkship with Mr. John Gray Farrer Morgan, of Manchester; and Messrs. Field, Roscoe, & Co., of London.

John Kenyon, who served his clerkship with the late Mr. John Holden Clarke, of Bolton; and Mr. Robert Turner, of Manchester.

Gilbert Walter King, who served his clerkship with Mr. Frederick John Bevis, of the firm of Messrs. Livesay, Woolley, & Bevis, of Brighton; and Messrs. Rose & Johnson, of London.

Herbert Graham Lester, who served his clerkship with Messrs. Masters & Rogers, of Liverpool.

Thomas Edward Partington, B.A., who served his clerkship with Mr. Henry Fuller Acland Hood, of the firm of Messrs. Radcliffe, Cator, & Hood, of London.

Hugh Vaughan Pears, M.A., who served his clerkship with Mr. Henry Temple Pears, of the firm of Messrs. Barnes, Pears, & Ellis, of London.

William Tyler Ricketts, who served his clerkship with Mr. William Tyler Ricketts, of London.

George Clifton Sherrard, B.A., who served his clerkship with Mr. George Clifton Sherrard, of London and Kingston-on-Thames.

William Stunt, who served his clerkship with Mr. Charles Edward Broughton, of the firm of Messrs. Broughton, Nocton, & Broughton, of London; and Mr. Francis Stunt, of the firm of Messrs. Meggy & Stunt, of Chelmsford.

Frederick Arthur Percy Sylvester, who served his clerkship with Mr. Charles Atkins Collins, of the firm of Messrs. Collins, Mann, & Rodway, of Trowbridge; and Messrs. Whitakers & Woolbert, of London.

Henry Nelson Tebbs, who served his clerkship with Mr. Henry Tebbs, of Bedford.

Joseph William Ward, who served his clerkship with Mr. Frederick Goodwin, of London.

Percy Wiltshire, who served his clerkship with Mr. Charles Henry Wiltshire, of the firm of Messrs. Wiltshire & Sons, of Great Yarmouth.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. MacAndrew—prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon prize—value about 20 guineas.

To Mr. Thomas—Prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Bishop—prize of the Honourable Society of New-inn—value 10 guineas.

To Mr. Goaman, Mr. Biagood, and Mr. Nicholas—prizes of the Incorporated Law Society—value 5 guineas.

To Mr. Bisgood—"The John Mackrell Prize"—value about £12.

The council have given class certificates to the candidates in the second and third classes.

One hundred and four candidates gave notice for the examination.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th July, 1894:—

Argyle, Edward Percy	Lewis, David James
Armstrong, Percy Francis Treverton	Longinotto, Leo
Atkinson, Kenneth Herford	Loscombe, Frank Henry
Baker, Spencer	Lumley, Herbert Lennox
Barker, Francis Guy	McGowen, Edgar
Bellamy, William Henry	Meaden, Louis
Benson, Arthur Cecil	Merrett, Henry John
Besant, Ernest George	Morgan, David Hughes
Blaxley, Francis John	Morgan, William Richard
Bower, Norman Dow	Moses, Gregory Cavorko
Bridges, Charles	Oppenheimer, Herbert
Brodie, Alexander	Parker, Robert Tottenham
Brydon, Robert Shadforth	Parkinson, John Wilson Henry
Burton, Edmund Gerald	Pascal, Charles Montague
Butler, Joseph Henry	Perkins, Montague Thornton
Caesar, William Robert	Phillips, Herbert Ashley
Childs, Hugh Wyndham	Phillips, James Robert
Chowne, Cecil Tilson	Phillips, John Henry
Clegg, John Bright	Poulter, Horatio Orlando
Cockburn, John Geddes Hunter	Ram, Francis Robert
Coe, John	Raper, Robert George
Collin, Peter Charles de Eggesfield	Reynolds, Edward Lionel
Cook, John	Richardson, Frederic Henry
Cotching, Thomas	Roberts, Arthur Edward Campbell
Craven, James Chadwick	Rook, Frederick Rowson
Dand, Robert	Ross, Graham Fraser
Davies, Robert Owen	Rowlands, William
Dawson, William Clarke	Ruddle, Simeon Skeete
Devas, Arthur Edward	Russell, George Shipton
Entwistle, Joseph	Salmon, Claud Garrett
Eleson, Frank Bayley	Sargeant, Kinneff Napier
Evans, Arthur John	Sells, Harold
Evans, Cecil Wilfrid	Slater, George Henry
Firth, Henry	Smith, Charles Aubrey
Ford, Reginald Arthur	Smith, Ernest Arscott
Furze, Arthur Percy	Southley, Thomas Griffith
Garrod, Horace Charles	Sparrow, Reginald George
George, William	Spicer, John Wynne
Glover, Henry Percy	Stokoe, Charles Herbert
Godfrey, Astley Cooper	Sugar, James Burt
Grant, Herbert Cecil	Sumpter, Herbert James Cecil
Grove, Edward Dunsterville	Tatham, Christopher
Harrison, Charles Reginald	Taylor, Harold Merton
Holland, William	Thomas, John Matthias
Holloway, Ernest James	Thompson, George Meadley
Hopley, Charles Frederick Cayzer	Trevor, Thomas Warren
Horne, Benjamin Worthy	Trimmer, William Brady
Hothersall, Charles Ernest Ellis	Walker, Charles Selborne
Howes, Geoffrey Gatliff	Watkins, Stephen Walter
Hulbert, Charles Kenelm	Wild, John
Humphery, Roland Oliphant Percy	Williams, Alured Humphrey
Hunton, Cecil James Woodforde	Wills, Francis Sleep
Jenner, John Henry	Wilson, Walter Frederick
Jones, Sydney	Woodham, Henry
Jones, Victor Dryden Gerrard	Wylls, George Harvey
Langham, Edward Hennah	

LEGAL NEWS.

APPOINTMENTS.

Mr. FREDERICK T. ASTON, solicitor, of 61, Gresham House, Old Broad-street, London, has been appointed a Commissioner for administering Oaths and Declarations and taking the Acknowledgments of Married Women in London for the Colony of Western Australia, and also a Commissioner for taking Affidavits in London in Suits pending in the Supreme Court of the Colony of the Cape of Good Hope. Mr. Aston has also been appointed a Commissioner to administer Oaths in England in all proceedings in the Supreme Court of South Australia.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

HENRY BAKER, CHARLES VANDYKE THORNEYCROFT, and GEORGE HARRY WILLES, solicitors, Bishop's Stortford (Baker & Thorneycroft). Dec. 31.

[Gazette, July 20.]

WILLIAM AUGUSTUS ROBINSON and GEORGE MARSHALL ROBINSON, solicitors, Keighley, Skipton, and Settle (Robinson & Robinson). June 30.

[Gazette, July 24.]

GENERAL.

The General Council of the Bar have decided, following the report of a sub-committee appointed by the Bar Committee, to consider and report on the question that a barrister would not be in order in accepting a brief from a vestry clerk who is not a solicitor in a local government inquiry.

On the 20th inst. the Royal assent was given by commission to the Merchandise Marks (Prosecutions), Bishopric of Bristol Act (1884) Amendment, Injured Animals, Outdoor Relief (Friendly Societies), Wild Birds Protection Act (1880) Amendment, Sea Fisheries (Shell Fish), Prevention of Cruelty to Children, and a number of other Bills.

Messrs. Maddox, Son, & Green, of Warwick-court, Gray's-inn, held an important sale of West-end leasehold properties at the Mart on Monday last, with the following highly satisfactory results:—A house in Conduit-street, Bond-street, held from the Corporation of London, renewable for ever, fetched £8,500; No. 11, Stanhope-place, Hyde-park, £1,170; the stabling adjoining, £300; No. 12, Stanhope-place, £1,320; No. 110, Crawford-street, Marylebone, £290; No. 4, Clifton-road, Maida-vale, £1,350; No. 6, Clifton-road, Maida-vale, £1,350; No. 10, Clifton-road, Maida-vale, £1,250; No. 1, Montague-square, W., £165. Bringing the total day's sale to £13,695.

Sir Francis Jeune has, says the *Times*, lately been taking measures for the better security and preservation of some of the ancient records of the Admiralty Court. The original and illuminated Black-book of the Admiralty (containing the jurisdiction of the court), which had been lost for many years, the old oaths books on which the Lord High Admirals, the judges of the Admiralty Court, and other high officials were formerly sworn, and the manuscript Sea Laws of Oleron, are original and interesting books and are of great antiquity and value. They have now, with the original silver staff of the Admiralty Marshal (which had also been lost and has only lately been recovered), been put into a specially-made case and placed in Sir Francis Jeune's room at the Law Courts, where they form part of the Admiralty Court library, which is a library of considerable value, consisting of about 3,000 volumes. These arrangements have been carried out under the direction of Mr. Hort, the custodian of the Admiralty Court Library.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice MORAY.
Monday, July	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday	Ward	Cloves	Godfrey
Wednesday, Aug.	Pemberton	Jackson	Leach
Thursday	Ward	Cloves	Godfrey
Friday	Pemberton	Jackson	Leach
Saturday	Ward	Cloves	Godfrey
		Mr. Justice STEELE.	Mr. Justice ROMER.
Monday, July	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday	Rolt	Lavie	Pugh
Wednesday, Aug.	Farmer	Carrington	Beal
Thursday	Rolt	Lavie	Pugh
Friday	Farmer	Carrington	Beal
Saturday	Rolt	Lavie	Pugh

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARTLEY.—July 20, at Harrogate, the wife of Frank Oldfield Hartley, barrister-at-law, of the Middle Temple, of a daughter.

HARTLEY.—July 20, at Moorlands, Colne, Lancashire, the wife of W. H. Hartley, solicitor, of a son.

ROBERTSON-MACDONALD.—July 21, at 35, Tregunter-road, South Kensington, the wife of David Robertson-Macdonald, barrister-at-law, of a daughter.

MARRIAGE.

TUCK—HOLT.—July 19, at West Hampstead, Walter Charles Tuck, of Halcworth and Southwold, Solicitor, to Evelyn Mary, only daughter of George Wells Holt, Esq., of Forest Hill.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [Adver.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FINANCIAL TRUST CORPORATION, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and particulars of their debts or claims, to Flaxman Haydon, 18, Union st., Old Broad st.

HAWKINS NEW MOTIVE POWER CO., LIMITED—Creditors are required, on or before Aug 27, to send their names and addresses, and particulars of their debts or claims, to Robert Wilson-Marsh, 38, Chetwynd rd., Southsea

ROYAL KEST HOTEL CO., SANDGATE, LIMITED—Petn for winding up, presented July 17, directed to be heard on Aug 1. Waterhouse & Co., 1, New st., Lincoln's inn, agents for Stephens & Urstmon, Maidstone, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

STUBBS PNEUMATIC TYRE CO., LIMITED—Creditors are required, on or before Sept 8, to send their names and addresses, and particulars of their debts or claims, to Thomas Walton Gillibrand, 56, George st., Manchester. Boote & Edgar, Manchester, solors for liquidator

London Gazette.—TUESDAY, July 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARNARD, BISHOP, & BARNARDS, LIMITED—Petn for winding up, presented July 17, directed to be heard on Aug 1. Pritchard, 27, Gracechurch st., agent for Codd, Liverpool, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

BRISTOL EMPIRE PALACE OF VARIETIES, LIMITED—Creditors are required, on or before Sept 4, to send their names and addresses, and particulars of their debts or claims, to Albert John Wells, 81 Stephen's avenue, Bristol

ENGLISH AND SCOTCH MERCANTILE INVESTMENT CO., LIMITED—Petn for winding up, presented July 23, directed to be heard on Wednesday, Aug 1. Maddison, 1, King's Arms yard, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

RED ROSE BOILER CO., LIMITED—Creditors are required, on or before Sept 8, to send their names and addresses, and particulars of their debts or claims, to Frederick Stirling Newall, care of Monkhouse, Goddard, & Co., Amen corner, Newcastle on Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors for liquidator

ROBERT HYDE BUCKLEY & SONS, LIMITED—Petn for winding up, presented July 23, directed to be heard on Aug 1. Drusus & Aldice, 10, Billiter sq., solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

SENTERA AND CARRARA RAILWAY CO., LIMITED—Debtors—holders and other creditors are required, on or before Aug 4, to send their names and addresses, and particulars of their debts or claims, to Ottewill Charles Waterfield, 7, Great Winchester st. Birchenham & Co., 30, Old Broad st., solors for liquidator

VICTORIA STEAMBOAT ASSOCIATION, LIMITED—Petn for winding up, presented July 21, directed to be heard on Aug 1. Parker & Co., St. Michael's Rectory, Cornhill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

WEST END CLUBS CO., LIMITED—Petn for winding up, presented July 21, directed to be heard on Aug 1. Nowell, 27, Chancery lane, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

FRIENDLY SOCIETY DISSOLVED.

GARRINGTON NEW BENEFIT SOCIETY, Garrington, Oxford. July 14

CRÉDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 6.

SMITH, THOMAS ARBOTH, Friern Barnet, Middlesex. Oil Merchant Aug 6 Smith v Smith, Stirling, J. Chapman, Bedford row

London Gazette.—TUESDAY, July 10.

PARROTT, THOMAS, Sutton, nr Maclesfield, Gent Aug 1 Wright v Parrott, Chitty, J. Daniel, Maclesfield

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 13.

ALDER, HENRY BROOKER, Fenchurch st, Oil Merchant Aug 16 Kennett, Lincoln's inn

AYLWARD, EDWARD BURCHER, Walton on Thames Aug 18 Aylward, Clifford's inn

BENNETT, JONATHAN, Edgbaston, Merchant Aug 31 Smith & Co, Birmingham

BRANCKER, JOHN HUGHTON, Melling, Esq Aug 18 Finch & Johnson, Preston

BROOKS, WILLIAM, Birmingham, Gent Oct 17 James & Barton, Birmingham

CARR, GEORGE EDWARD, Brighton, Licensed Victualler Aug 13 Verrall & Borlase, Brighton

DIPLOCK, LOUIS, LEWIS, Inkiscope Aug 15 Hillman, LEWIS

DIPLOCK, EMIL, LEWIS Aug 15 Hillman, LEWIS

DINGLEY, RICHARD LOXLEY, Evesham, Chemist Sept 1 Byrch & Cox, Evesham

DONALDSON, MARGARET, Kensington Aug 11 Donaldson, Bedford row

GERBANDT, JOHN JAMES HENRY, Regent's pk Aug 29 Saunders & Co, Coleman st

GOLDAY, ARNOLD, Kidlington Aug 15 Woodcock & Co, Bloomsbury sq

GOUGHAN, WILLIAM, Thirby, Beds, Licensed Victualler Aug 6 Griffith & Gardiner, Old Sarum's inn

HARRISON, JULIA THREBBA, Hyde Park Aug 18 Maddison, Lincoln's inn fields

HOLMES, THOMAS TURNER, Bowdoin, Cabinet Maker Aug 13 Gately, Windermere

LANCASTER, WILLIAM, Shrewsbury, Drysalter Aug 25 Spink & Brown, York

LAVE, JOHN, Tiverton, Esq Aug 6 Partridge & Cockram, Tiverton

LEMPERT, GUSTAV BRENNER, Fallowfield Aug 19 Cooper & Sons, Manchester

MARRALL, ELEANOR, Lincoln Aug 12 Tynan & Co, Lincoln

MARTIN, WILLIAM MARRALL, 96 Stephens in Branwell, Draper July 31 Carlyon & Stephens, 96 Adelaide

MATTHEW, FRANK, West Brighton, Esq Dec 31 Drake & Lee, LEWIS

MICHEL, CHARLES EDWARD, Roffwast, Major General July 23 Nicholl & Co, Strand

MURRAY, ADAM, Westbourne crescent Aug 31 Fox & Co, Victoria Embankment

PHILIPSON, NORMA CRAIG, Tonguey, Splinter Aug 29 Yates, Southport

SHIRK, HARRY, Leicester sq, 30/11/94 Aug 14 Johnson, Gray's inn

SLATER, THOMAS, Leeds, Millwright Aug 25 Peckover & Scriven, Leeds

SMITH, CHARLES EDWARD SETH Sept 1 Howes & Co, Gt Winchester st

THOMPSON, SARAH, Pirbright Aug 7 Mellersh, Godalming

TILL, GEORGE, Putney, Licensed Victualler Aug 31 Corsellis & Co, Wandsworth

VACHELL, HENRY ISAAC, Norwich, Gent Aug 3 Vachell, Cardiff

WHIBLEY, JOHN SAMSON, Marlborough, Grocer Aug 20 Merrimans & Gwillim, Marlborough

WOOD, HENRY, Lewisham, Esq Aug 13 Sturt, Ironmonger lane

London Gazette.—TUESDAY, July 17.

BAKER, ELLEN CONSTANCE, Highweek Aug 29 Stevens, Queen Victoria st

BAKER, SARAH, Wolstanton Aug 10 Shelton & Co, Wolverhampton

CAYANACH, JAMES, Turnham Green, Shoe Maker April 30 Slater, Finsbury pavement

CHALK, HENRY AARON, Taunton, Baker Aug 14 Watson, Taunton

CHAMBERLAIN, RUTH, Leicester Aug 14 Harvey & Clarke, Leicester

DAWSON, HENRY, Manchester, Wine Retailer Aug 20 Wilson, Ashton under Lyne

GALLOWAY, RICHARD, Plessington, Cotton Manufacturer Sept 1 Walsley & Yates, Blackburn

GLEADOW, ELIZA ANN, Kingston upon Hull Aug 16 Holden & Co, Hull

GOLDY, ARNOLD, Kidlington, Gent Aug 15 Woodcock & Co, Bloomsbury sq

JARVIS, JOHN, Seacombe, Tailor Aug 11 Hollingshead, Tunstall

JOHNSON, FRISCILLA, Camberwell Aug 28 Stevens, Queen Victoria st

JOSSE, HERVE HENRI ANDRE, Gt Grimsby, Merchant Aug 11 Denton & Co, Gray's inn sq

KILNER, JOHN, Wakefield Aug 11 Lister & Co, Wakefield

LE CREE, KATHERINE ANN, Wimborne Minster July 28 Luff, Wimborne Minster

MEE, ANN, Nottingham Sept 1 Larken & Co, Newark

NORRIS, BENJAMIN, Chartham, Farmer Aug 7 Furly, Canterbury

PEARCE, CHARLES, Worksop, Gent Aug 17 Wightman & Nicholson, Sheffield

PHILLIPS, MARIA, Newport, Mon Sept 1 Moxon, Newport

PIPER, GEORGE, Plymouth, Farmer July 31 William Pijer, Horrabridge

PRICHARDS, MORRIS, Llandudno, Builder Aug 21 Birch & Co, Chester

RITSON, WILLIAM, Hexham, Esq Aug 20 Cooper & Goodger, Newcastle on Tyne

ROBERTS, DAVID, Oswestry, Bank Secretary Aug 20 Longueville & Co, Oswestry

ROBINSON, JOHN, Frodsham, Chester, Surgeon Aug 14 Moseley-Williams, Manchester

SHARP, WILLIAM, Mirfield, Draper Aug 1 Stapleton, Dewsbury

SHILES, ALFRED MAXIMILIAN WILLIAM, 105, Cannon st, Hair Dresser Aug 24 Lovett & Co, King William st

SMITH, AUGUSTUS DELAUNEY, Gt James st, Solicitor Sept 11 Eldridge, Gt James st

TUCKER, FRANCES, Bath Sept 1 Sutcliffe, Hoblen Bridge

WARD, GILBERT, Blyth Aug 17 Dees & Thompson, Newcastle upon Tyne

London Gazette.—FRIDAY, July 30.

BERRY, JOSEPH, Bradford Aug 13 Trewavas, Bradford

BIRLEY, HENRY, Pendleton, Gent Aug 25 Jephson & Son, Manchester

CAIN, JAMES EDWARD, Brixton, Licensed Victualler Aug 27 Tompkins, Staple inn

CAMPION, JOHN, Melbourne Aug 25 Snape, Derby

CAREY, ANNE ELIZABETH, Horne Bay Aug 30 Furly, Canterbury

COULSON, MICHAEL, Wakefield, Gent Sept 1 Wainwright & Co, Wakefield

CURRY, MARY ANN, Welling, Kent, Licensed Victualler Aug 9 Howard & Shelton, Moorgate

EDWARDS, FRANK ERNEST VIVIAN, Adelaide, Journalist Sept 1 Wilkins & Co, Gresham house

GLASSBROOK, THOMAS, Swansan, Colliery Proprietor Aug 31 Collins & Woods, Swansan

GLASSIE, WILLIAM RICHARD, Hastings Aug 29 F & A Haines, Bloomsbury sq

GOSBITT, FRANCES, Ipswich Aug 18 Wood, Woodbridge

GREENE, HARRIET ELLIOT, Eastbourne Sept 1 Hunters & Haynes, Lincoln's inn

GRIENSBACHER, CHRISTOPH GEORG, Leadenhall st Sept 1 Clarke & Co, Gresham house

HAKWELL, FRANCES MARY, Inverness ter Sept 21 Simpson & Cullingford, Gracechurch street

HILBERT, JAMES SORTAIN, Folkestone Oct 1 Pritchard & Co, Painters' Hall

JAMIESON, JOHN DONALDSON, South Kensington Aug 20 Smith, Regate

JEFFCOAT, HENRY, Ballsall, Warwick Aug 11 Gem & Co, Birmingham

JOHNSON, FREDERICK CHARLES, Idol lane, Wine Merchant Aug 18 Clifton, Whitehall pl

KENEALY, JAMES, Gt Marlow, Steward Aug 20 Leggatt & Co, Gray's inn

KNIGHT, SAMUEL RATCHLIFE, Freshfield, Lancaster, Bachelor of Arts Aug 18 Read, Liverpool

LAOYD, ELIZABETH, Trademere, Grocer Aug 13 Newman & Kent, Liverpool

LEND, THOMAS, Birkenhead, Contractor Aug 13 Newman & Kent, Liverpool

MORRELL, MARGARET, Hampton Aug 24 Walker & Co, Theobald's rd

MOSS, WILLIAM, Swanscombe, Kent Aug 31 Tolhurst & Co, Gravesend

MOTT, JOHN CHATWIN, Birchfields Aug 25 Gem & Co, Birmingham

OSLANDER, DAVID LOUISA, Nunwell, I W Aug 24 Fardell, Ryde

FRANCE, CHARLES ROOSE, Plymouth, Doctor Sept 3 France & France, Plymouth

RENNISON, THOMAS CHRISTOPHER, Ramsgate, Gent Sept 21 Simpson & Cullingford, Gracechurch st

SALSBURY, GEORGE AUGUSTUS, Westbury, Salop, Rector Aug 31 Salt & Sons, Shrewsbury

SAMUEL, DAVID, Mile End, Monumental Mason Sept 1 Styer, Threadneedle st

SHERWIN, JOHN, Ludworth, Salesman Aug 1 Smith, Hyde

SHORTER, ELIZABETH, West Dulwich Sept 1 Phillips & Cheesman, Hastings

SMART, GEORGE, Camden Town, Gent Aug 20 Ginn & Matthew, Cambridge

SMITH, CHRISTINE, Radpole, Dorset Aug 11 Andrews & Co, Dorchester

SPICER, SUSANNA, Dover Sept 21 Lewis & Pain, Dover

STAPLEY, WILLIAM BATES, Plymouth, Major Aug 25 Upton & Britton, Lincoln's inn fields

TERRITT, SOPHIA MARGARETA, Surbiton Aug 24 Gillman, High Holborn

WELLS, JAMES, Peterborough, Cooper Aug 11 Percival & Son, Peterborough

WRIGHT, ANNA MARY, Margate Sept 1 Clarke & Co, Gresham house

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 20.

RECEIVING ORDERS.

BATES, JAMES, Kettering, Veterinary Surgeon Northampton Pet July 14 Ord July 14
 BRYANT, GEORGE, Junr, Kingswood, Baker Bristol Pet July 16 Ord July 16
 BUTT, ARTHUR, and GEORGE NISS, Bescombe, Plumbers Poole Pet June 26 Ord July 16
 CAINES, MYERS, Leeds, Pawnbroker Leeds Pet July 16 Ord July 17
 COOPER, CLAUD HAMMOND, and HARRY COURTNEY COOPER, Walsall, Licensed Victuallers Walsall Pet July 14 Ord July 14
 COOPER, WILLIAM, Stoke upon Trent, Brick Manufacturer Stoke upon Trent Pet July 18 Ord July 18
 CHARTRE, EDWIN, Southport, Cotton Waste Merchant Liverpool Pet June 29 Ord July 18
 DALE, EDWARD HENRY, Brixton, Carpenter High Court Pet July 16
 DAWKINS, HENRY, Ferndale, Glam, Boot Manufacturer Pontypridd Pet July 17 Ord July 17
 DARE, THOMAS, Cross Keys, Grocer Newport, Mon Pet July 18 Ord July 18
 DAVIS, HENRY, Chelsea, House Furnisher High Court Pet July 16
 EBRALL, BERTHA ELLEN, Hereford, Gunsmith Hereford Pet July 17 Ord July 17
 ELSWORTH, MARIA, Leeds, Milliner Leeds Pet July 18 Ord July 18
 EVANS, ALFRED, Bedford row, Plumber High Court Pet June 20
 GALVIN, JOHN, Oldham, Provision Dealer Oldham Pet July 16 Ord July 16
 GERT, FRANK, Nottingham, Dyer Nottingham Pet July 17 Ord July 17
 GOULD, HENRY, Manchester, Physician Manchester Pet June 29 Ord July 17
 HAWKINS, STEPHEN, Whitechurch, Grocer Salisbury Pet July 14 Ord July 14
 HEALEY, DENNIS PATRICK, Clapham, Clerk High Court Pet July 17
 HERRHAW, GEORGE BRYAN, Rock Ferry, Book-keeper Liverpool Pet July 10 Ord July 17
 HOOPER, JOHN, Exmoor, Farmer Barnstaple Pet July 18 Ord July 18
 HOPGOOD, WILLIAM, Andover, Baker Salisbury Pet July 14 Ord July 14
 HUNT, ALFRED JOHN, Newport, Brassfounder Newport, Mon Pet July 16 Ord July 16
 JAMES, EVAN, Swansea, General Dealer Swansea Pet July 16 Ord July 16
 JONES BROTHERS & Co, Newport, Ship Owners Newport, Mon Pet July 4 Ord July 16
 JONES, HENRY BROUGH, Birkenhead, Cart Owner Birkenhead Pet July 18 Ord July 18
 LEWIS, EDWIN, Allday Vale, Glam, Builder Pontypridd Pet July 17 Ord July 17
 LONES, ALBERT EDWARD, Stourbridge, Professional Cricketer Stourbridge Pet July 13 Ord July 13
 LOVATT, M. A., Wolverhampton, Grocer Wolverhampton Pet July 11 Ord July 16
 LURE, JOHN, Halifax, Woollen Manufacturer Halifax Pet July 18 Ord July 18
 LUTON, EDWARD, Bristol, Baker Bristol Pet July 9 Ord July 16
 MINTON, GEORGE HENRY, Hereford, Clothier Hereford Pet July 16 Ord July 16
 MURPHY, GEORGE WYNDHAM, Gloucester crescent, Surgeon High Court Pet June 21 Ord July 16
 OSMON, WILLIAM HENRY, Loughborough, Grocer Bedford Pet April 16 Ord July 17
 O'BRIEN, ALFRED, Tufley, Glos, Accountant Gloucester Pet April 30 Ord July 16
 PRACE, ISAAC, Leeds, Grocer Leeds Pet July 18 Ord July 18
 PRACE, JOHN, Tillingham, Essex, Farmer Chelmsford Pet June 14 Ord July 13
 PERRINGTON, WILLIAM, Kearsley, Lancs, Saddler Bolton Pet July 19 Ord July 18
 PIGO, JAMES HAYDON, Cambridge, Grocer Cambridge Pet July 16 Ord July 17
 POOLE, GEORGE, Sheffield, Carver Sheffield Pet July 17 Ord July 17
 PULLING, GEORGE PERMAN, Sidcup, High Court Pet June 7 Ord July 16
 SMITH, PETER, Sale, Builder Manchester Pet July 18 Ord July 18
 STEVENS, GEORGE, Kenal Green, High Court Pet June 20 Ord July 14
 TOOE, WILLIAM, Bristol, Cabinet Maker Bristol Pet July 17 Ord July 17
 TOPHAM, WILLIAM, Cambridge, Labourer Cambridge Pet July 18 Ord July 18
 TURNER, W. D. T., Leyton, Button Agent High Court Pet June 30 Ord July 16
 WALKER, JAMES RENNIE, South Shields, Butcher Newcastle on Tyne Pet July 18 Ord July 18
 WALL, SYDNEY FRANK, Gray's inn, Solicitor High Court Pet Feb 9 Ord July 9
 WELLS, ALICE, 84 Leonard's on Sea, Lodging house Keeper Hastings Pet July 17 Ord July 17
 WHITHEAD, HENRY, Upper st, Licensed Victualler High Court Pet July 10 Ord July 16
 WILLIAMS, JAMES, Leeds, Clerk Leeds Pet July 14 Ord July 14
 WOODHEAD, ALFRED, Bradford, Clerk Wakefield Pet July 17 Ord July 17
 RICE, WILLIAM, Swansea, Tailor Swansea Pet July 16 Ord July 16
 SIE, EDWARD GEORGE, Coleman st, Auctioneer High Court Pet Mar 21
 SMITH, PETER, Sale, Builder Manchester Pet July 18 Ord July 18
 BRICE, HERBERT, Queen Victoria st High Court Pet June 26
 TAYLOR, JAMES, Liverpool, Baker Liverpool Pet July 18 Ord July 18
 TOOE, WILLIAM, Bristol, Cabinet Maker Bristol Pet July 17 Ord July 17
 TOPHAM, WILLIAM, Cambridge, Labourer Cambridge Pet July 18 Ord July 18
 WAINWRIGHT, SAMUEL WESLEY, Shepherd's Bush, Tobaccoist High Court Pet June 25
 WALKER, JAMES RENNIE, South Shields, Butcher Newcastle on Tyne Pet July 18 Ord July 18
 WELLS, ALICE, 84 Leonard's on Sea, Lodging house Keeper Hastings Pet July 17 Ord July 17
 WHALLY, G. P., Macleodfield, Lieutenant Macleodfield Pet July 9 Ord July 16
 WILKES, WILLIAM, Walsall, Harrow Manufacturer Walsall Pet July 16 Ord July 16
 WILLIAMS, JAMES, Leeds, Brassfounder's Clerk Leeds Pet July 14 Ord July 14
 WOODHEAD, ALFRED, Bradford, Clerk Wakefield Pet July 17 Ord July 17
 WYATT, JAMES ARTHUR, Bournemouth, Coal Merchant Poole Pet July 16 Ord July 16

The following amended notice is substituted for that published in the London Gazette of 22nd May:—
 LARSEN, JENS BOHLUND MARTINSEN, Newcastle on Tyne Cattle Salesman Newcastle on Tyne Pet May 19 Ord May 19

The following amended notice is substituted for that published in the London Gazette of July 13:—
 OLDMAN, LEONARD, South Shields, Innkeeper Newcastle on Tyne Pet June 9 Ord July 9

FIRST MEETINGS.

ACRES, THOMAS, Gt Grimsby, Farmer Aug 1 at 2 Off Rec, 15, Osborne st, Gt Grimsby
 ARMSTRONG, THOMAS WILLIAM, Carlisle July 27 at 11 12, Lonsdale st, Carlisle
 ATKINSON, CAPTAIN EDWARDS, Birmingham July 27 at 12 Bankruptcy bldgs, Carey st
 BARNES, BEATRICE, Bury st, Widow July 27 at 2.30 Bankruptcy bldgs, Carey st
 BECKWITH, JAMES ALON RACHEL, Clacton on Sea, Fancy Stationer July 27 at 2.45 Townhall, Colchester
 BENSON, FREDERICK, Dewbury, Milk Vendor July 27 at 3 Off Rec, Bank chmbrs, Bailey
 BERNSTEIN, ARTHUR, Friday st, Merchant July 27 at 11 Bankruptcy bldgs, Carey st
 BLAKEMORE, EDWARD JAMES, West Kirby, Builder July 30 at 3 Off Rec, 26, Victoria st, Liverpool
 BROOKE, THOMAS CANDLE, Walton on the Naze, Stationer July 27 at 3.15 Townhall, Colchester
 CASE, WALTER PATRICK, Berwick upon Tweed, Chemist July 30 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 CHEW, ROBERT, Cayton, Yorks, Innkeeper July 27 at 11 Off Rec, 74, Newborough st, Scarborough
 DENTON, JOSEPH HENDERSON, Bradbury, Platelayer Aug 1 at 3 Off Rec, 5, Albert rd, Middlesbrough
 DICKINSON, WILLIAM KINGSLAND, Boot Dealer July 31 at 11 Bankruptcy bldgs, Carey st
 EBRALL, BERTHA ELLEN, Hereford, Gunsmith July 27 at 2.30 2, Off st, Hereford
 FISHER, WILLIAM, Wellborough, Baker July 28 at 12.30 County Court bldgs, Northampton
 FORT, WILLIAM, Keighley, Yorks, Farmer July 27 at 11 Off Rec, 31, Manor row, Bradford
 GILL, J (jun), Builder July 31 at 2.30 Bankruptcy bldgs, Carey st
 GRAVES, FREDERICK EDWIN, Malvern Link, Butcher July 31 at 10.30 Off Rec, 45, Copenhall st, Worcester
 GREENER, JOSEPH CAPSTAFF, Lendenhall st, Chartered Accountant July 27 at 2.30 Bankruptcy bldgs, Carey st
 HARRIS, FREDERICK, Halifax, Engineers' Tool Maker July 28 at 12 Off Rec, Townhall chmbrs, Halifax
 HAWKINS, STEPHEN, Whitechurch, Grocer July 30 at 3 Off Rec, Salisbury
 HENDERSON, SAMUEL RODON, Buckleham, Clerk in Holy Orders July 27 at 11.30 56, Princess st, Ipswich
 HEY, FRANK, OLIVER COUNTRY HAY, and JAMES FREDERICK HEY, Keighley, Yorks, Worsted Spinners July 31 at 11 Off Rec, 31, Manor row, Bradford
 HOPGOOD, WILLIAM, Andover, Baker July 30 at 1 Off Rec, Salisbury
 JOHNSON, WILLIAM DOWNING, Elvaston, Butler July 27 at 3 Off Rec, 82 James's chmbrs, Derby
 LONG, JANE, Canterbury, Fishmonger Aug 3 at 12 Off Rec, 73, Castle st, Canterbury
 MELDRUM, FRANK ARTHUR, Manchester, Glass Dealer July 27 at 3 Ogden's chmbrs, Bridge st, Manchester
 MORSE, FRANK ALEXANDER, Baywater, Gent July 30 at 2.30 Bankruptcy bldgs, Carey st
 MURPHY, GEORGE WYNDHAM, Hyde Park, Surgeon July 30 at 12 Bankruptcy bldgs, Carey st
 PAYNE, WILLIAM, Leicester, Fishmonger July 27 at 12.30 Off Rec, 1, Berridge st, Leicester
 PENNINGTON, WILLIAM, Bolton, Saddler July 30 at 3 Off Rec, 16, Wood st, Bolton
 PIGO, JAMES HAYDON, Cambridge, Grocer July 31 at 12 Off Rec, 5, Petty Court, Cambridge
 REAH, JOHN GEORGE, Southwick, Grocer July 27 at 3.30 Off Rec, 25, John st, Sunderland
 ROBINSON, WILLIAM ROGER, Salford, Coal Merchant July 27 at 3.30 Ogden's chmbrs, Bridge st, Manchester
 SELLAY, THOMAS, Carlisle, Butcher July 31 at 3 12, Lonsdale st, Carlisle
 VIGOR, CARL, Brynmawr, Licensed Victualler July 27 at 3 Off Rec, 65, High st, Merthyr Tydfil
 MINTON, GEORGE HENRY, Hereford, Clothier July 27 at 3 2, Off st, Hereford

ADJUDICATIONS.

ANCHOR, WILLIAM ALBERT, Storey Stratford, Clothier Northampton Pet July 10 Ord July 18
 ARMSTRONG, THOMAS WILLIAM, Carlisle Carlisle Pet June 25 Ord July 18
 BATES, HENRY, Cardiff Cardiff Pet May 20 Ord July 12
 BATES, JAMES, Kettering, Veterinary Surgeon Northampton Pet July 14 Ord July 14
 BIRCH, GEORGE WILLIAM, Birmingham, Oil Manufacturer Birmingham Pet June 2 Ord July 14
 CAINES, MYERS, Leeds, Pawnbroker Leeds Pet July 16 Ord July 17
 DALE, EDWARD HENRY, Brixton, Carpenter High Court Pet July 16 Ord July 16
 DARE, THOMAS, Cross Keys, Grocer Newport, Mon Pet July 18 Ord July 18
 DAVIES, GEORGE, Queen's Gate grdns, Builder High Court Pet June 4 Ord July 18
 DAVIS, HENRY, Fulham rd, House Furnisher High Court Pet July 16 Ord July 16
 EBRALL, BERTHA ELLEN, Hereford, Gunsmith Hereford Pet July 17 Ord July 17
 ELSWORTH, MARIA, Leeds, Milliner Leeds Pet July 18 Ord July 18
 GALVIN, JOHN, Oldham, Provision Dealer Oldham Pet July 16 Ord July 16
 GERT, FRANK, Nottingham, Dyer Nottingham Pet July 17 Ord July 17
 GOULD, HENRY, Manchester, Physician Manchester Pet June 29 Ord July 18
 GRAVES, FREDERICK C, Southport Liverpool Pet June 11 Ord July 16
 HARRIS, HENRY, Bourne, Farmer Peterborough Pet June 9 Ord July 14

HAWKINS, STEPHEN, Whitechurch, Grocer Salisbury Pet July 14 Ord July 14
 HEALEY, DENNIS PATRICK, Clapham, Clerk High Court Pet July 17 Ord July 17
 HOOPER, JOHN, Exmoor, Farmer Barnstaple Pet July 18 Ord July 18
 HOPGOOD, WILLIAM, Andover, Baker Salisbury Pet July 14 Ord July 14
 HUNT, ALFRED JOHN, Newport, Brassfounder Newport, Mon Pet July 16 Ord July 16
 JAMES, EVAN, Swansea, General Dealer Swansea Pet July 16 Ord July 16
 JONES, HENRY BROUGH, Birkenhead, Cart Owner Birkenhead Pet July 18 Ord July 18
 LESTER, HUGH, Sheffield, Butter Merchant Sheffield Pet June 1 Ord July 17
 LONES, ALBERT EDWARD, Birmingham, Professional Cricketer Stourbridge Pet July 13 Ord July 18
 LOVATT, M. A., Wolverhampton, Grocer Wolverhampton Pet July 11 Ord July 16
 LURE, JOHN, Halifax, Woollen Manufacturer Halifax Pet July 18 Ord July 18
 LUTON, EDWARD, Bristol, Baker Bristol Pet July 9 Ord July 16
 MINTON, GEORGE HENRY, Hereford, Clothier Hereford Pet July 16 Ord July 16
 MURPHY, GEORGE WYNDHAM, Gloucester crescent, Surgeon High Court Pet June 21 Ord July 16
 OSMON, WILLIAM HENRY, Loughborough, Grocer Bedford Pet April 16 Ord July 17
 O'BRIEN, ALFRED, Tufley, Glos, Accountant Gloucester Pet April 30 Ord July 16
 PRACE, ISAAC, Leeds, Grocer Leeds Pet July 18 Ord July 18
 PRACE, JOHN, Tillingham, Essex, Farmer Chelmsford Pet June 14 Ord July 13
 PERRINGTON, WILLIAM, Kearsley, Lancs, Saddler Bolton Pet July 19 Ord July 18
 PIGO, JAMES HAYDON, Cambridge, Grocer Cambridge Pet July 16 Ord July 17
 POOLE, GEORGE, Sheffield, Carver Sheffield Pet July 17 Ord July 17
 PULLING, GEORGE PERMAN, Sidcup, High Court Pet June 7 Ord July 16
 SMITH, PETER, Sale, Builder Manchester Pet July 18 Ord July 18
 STEVENS, GEORGE, Kenal Green, High Court Pet June 20 Ord July 14
 TOOE, WILLIAM, Bristol, Cabinet Maker Bristol Pet July 17 Ord July 17
 TOPHAM, WILLIAM, Cambridge, Labourer Cambridge Pet July 18 Ord July 18
 TURNER, W. D. T., Leyton, Button Agent High Court Pet June 30 Ord July 16
 WALKER, JAMES RENNIE, South Shields, Butcher Newcastle on Tyne Pet July 18 Ord July 18
 WALL, SYDNEY FRANK, Gray's inn, Solicitor High Court Pet Feb 9 Ord July 9
 WELLS, ALICE, 84 Leonard's on Sea, Lodging house Keeper Hastings Pet July 17 Ord July 17
 WHITHEAD, HENRY, Upper st, Licensed Victualler High Court Pet July 10 Ord July 16
 WILLIAMS, JAMES, Leeds, Clerk Leeds Pet July 14 Ord July 14
 WOODHEAD, ALFRED, Bradford, Clerk Wakefield Pet July 17 Ord July 17

The following amended notice is substituted for that published in the London Gazette of May 22:—

LARSEN, JENS BOHLUND MARTINSEN, Newcastle on Tyne, Cattle Salesman Newcastle on Tyne Pet May 19 Ord May 19

The following amended notice is substituted for that published in the London Gazette of July 13:—

OLDMAN, LEONARD, South Shields, Innkeeper Newcastle on Tyne Pet July 9 Ord July 9

London Gazette.—TUESDAY, July 24.

RECEIVING ORDERS.

ANDREWS, JOHN CHRISTIAN, Braintree, Tailor Chelmsford Pet July 17 Ord July 17
 APPEYARD, JOSEPH THOMAS, Birmingham, Accountant Clerk Birmingham Pet July 20 Ord July 20
 BENNETT, THOMAS, Caterick, Yorks, Greengrocer Northallerton Pet July 19 Ord July 19
 BERRINGTON, FREDERICK GEORGE, Loughborough, Baker Leicester Pet July 19 Ord July 19
 BOULVER, THOMAS, Leicester, Publican Leicester Pet July 3 Ord July 20
 BRANDRUTE, HENRY, Liverpool, Ship Store Dealer Liverpool Pet April 6 Ord July 20
 BROWN, THOMAS CHARLES, St Leonard's on Sea, Licensed Victualler Hastings Pet July 18 Ord July 18
 CLEGG, The Rt Hon ROWLAND, Hawkstone, Salop, Peer Shrewsbury Pet July 19 Ord July 19
 DE LACY, THOMAS, Blonowes, Mon, Painter Trefgar Pet July 20 Ord July 20
 DUBHILL, W. H. C. King's Bench walk, Barrister at Law High Court Pet Feb 25 Ord July 20
 EVANS, WILLIAM, Wrexham, Relieving Officer Wrexham Pet June 27 Ord July 19
 FRASER, WILLIAM FREDERICK CHAMBERS SUGGESS, Maidstone, Clerk in Holy Orders Maidstone Pet June 28 Ord July 19
 GATHERN, ROBERT, Middlesbrough, Fruitster Stockton on Tees Pet July 18 Ord July 18
 GOODMAN, JACOB, Acton, Salesman High Court Pet July 3 Ord July 20
 GRANT, RICHARD, Bristol, Iron Dealer Bristol Pet July 21 Ord July 21
 HILL, RICHARD, West Norwood, Grocer High Court Pet July 18 Ord July 18
 JACOB, ALFRED ARNOLD, Southend, Clothier Chelmsford Pet July 18 Ord July 18
 JOHNSON, JAMES, Bradford, Cabinet Maker Bradford Pet July 19 Ord July 19

LANE, FREDERICK BOWYER BOWYER, Pall Mall High Court Pet June 26 Ord July 18
 MARTIN, FREDERICK UPCHURCH, East Dereham, Cabinet Maker Norwich Pet July 21 Ord July 21
 MARTIN, WILLIAM, HUNTON, Farmer Maidstone Pet July 19 Ord July 19
 MASHTER, JOHN, Holm Bank, Lancs, Farmer Ulverston Pet June 19 Ord June 19
 MAY, WILLIAM OWEN, Nottingham, Boot Finisher Nottingham Pet July 19 Ord July 19
 PETHERICK, EDWARD AUGUSTUS, Paternoster row, Book-seller High Court Pet July 18 Ord July 19
 REES, WILLIAM, Merthyr Tydfil, Stocking Dealer Merthyr Tydfil Pet July 20 Ord July 20
 ROBINSON, MARTHA MARY WATSON, Bradford, Widow Bradford Pet July 19 Ord July 19
 ROSSITER, WILLIAM, Mansfield, Notts, Miner Nottingham Pet July 20 Ord July 20
 RUSSELL, WILLIAM ALLEN, Preston, Cotton Spinner Preston Pet July 12 Ord July 21
 SAVOIR, ALBERT GEORGE, Godolphin rd, Riding Master High Court Pet June 30 Ord July 19
 SENIOR, SAMUEL, Exhaleston, Rug Manufacturer Dewsbury Pet July 18 Ord July 18
 SIMPSON, RUSKIN, Wreton, Yorks, Innkeeper Scarborough Pet July 19 Ord July 19
 SIMPSON, OSWALD, Preston, Cotton Spinner Preston Pet July 12 Ord July 21
 SMITH, JOHN, Keighley, Hairdresser Bradford Pet July 20 Ord July 20
 SMITH, THOMAS GODFREY, Goswell rd, Linen Draper High Court Pet June 28 Ord July 19
 ST AUSTIN, WALTER NAPLETON MOLESWORTH, Pump court, Barrister at Law High Court Pet May 29 Ord July 19
 TAYLOR, GEORGE, Reigate, Grocer Croydon Pet July 20 Ord July 20
 TRIEBNER, FREDERICK CHARLES, Lambeth hill, Commission Agent High Court Pet July 18 Ord July 18
 TURNER, ROBERT, Settle, Tailor Bradford Pet July 19 Ord July 19
 WALLIS, HENRY ARTHUR, Edlaeton, Innkeeper Burton on Trent Pet July 16 Ord July 16
 WARD, NOAH, Madeley, Stationer Madeley Pet July 19 Ord July 19
 WATERHOUSE, JOHN, Oldbury, Tobaccoist West Bromwich Pet July 30 Ord July 20

The following amended notice is substituted for that published in the London Gazette of the 20th July:—
 JONES, HENRY BACON, Birkenhead, Cart Owner Birkenhead Pet July 18 Ord July 18

FIRST MEETINGS.

BREWSTER, GEORGE, Theobald's rd, Provision Merchant July 31 at 11 Bankruptcy bldg, Carey st
 BRYANT, GEORGE, jun, Kingwood, Baker Aug 1 at 1.15 Off Rec, Bank chmbrs, Corn st, Bristol
 BUDD, EDWARD J, Bristol, Merchant Aug 1 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 CLARK, JOHN, Willenhall, Solicitor July 31 at 10 Off Rec, Wolverhampton
 COOPER, CLAUD HAMMOND, and HARRY COURTIN COOPER, Walsall, Licensed Victualler Aug 1 at 11.30 Off Rec, Walsall
 CROOKERHOLME, RICHARD JAMES DENIS MOLYNEUX, Mitcham, Hotel Proprietor Aug 2 at 12.30 24, Railway app, London Bridge
 CROPLEY, AARON, Birstall, Accountant July 31 at 11.30 Off Rec, Bank chmbrs, Batley
 DALE, EDWARD HENRY, Brixon, Carpenter July 31 at 2.30 Bankruptcy bldg, Carey st
 DAVIES, JOAN RHYDDERCH, Westminster, Insurance Agent July 31 at 12 Bankruptcy bldg, Carey st
 DAVIS, HENRY, Fulham rd, House Furnisher Aug 2 at 2.30 Bankruptcy bldg, Carey st
 DOWNES, JOHN, Birmingham, Brewer Aug 2 at 11 23, Colmore row, Birmingham
 ELSWORTH, MARIA, Leeds, Milliner Aug 3 at 11 Off Rec, 22, Park row, Leeds
 EVANS, HENRY, Sutton Coldfield, Leather Worker Aug 1 at 11 23, Colmore row, Birmingham
 FRANK, WILLIAM FREDERICK CHAMBERS SCODEY, Maidstone, Clerk in Holy Orders Aug 2 at 3.15 Off Rec, Week st, Maidstone
 FROST, GEORGE, Oldbury, Shopkeeper Aug 3 at 2 23, Colmore row, Birmingham
 GALVIN, JOHN, Oldham, Provision Dealer Aug 1 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
 GENT, FRANK, Dyer Aug 1 at 12 Off Rec, St. Peter's Church walk, Nottingham
 GERRING, ROBERT GARDING, Swans, Shipowner July 31 at 2.30 Off Rec, 31, Alexandra rd, Swans
 HALL, EMILY, Bristol, Spinster Aug 1 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 HALL, MARY ADELAIDE, Bristol, Spinster Aug 1 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 HEALEY, DENNIS PATRICK, Clapham, Clerk Aug 1 at 13 Bankruptcy bldg, Carey st
 HOOVER, JOHN, Exmoor, Farmer July 31 at 12.30 Carnarvon Arms Hotel, Llanverton
 JONES, PERCY, Whitley Lower, Tanner July 31 at 3 Off Rec, Bank chmbrs, Batley
 JONES, THOMAS WILLIAM, Navigation, Desper Aug 2 at 13 Off Rec, 65, High st, Merthyr Tydfil
 KERRAN, HENRY, Rochdale, Grocer July 31 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 LOVELL, M.A., Wolverhampton, Grocer Aug 23 at 3 Off Rec, Wolverhampton
 LEWIS, JOHN, Higneholme, Woollen Manufacturer Aug 1 at 11 Off Rec, Townhall chmbrs, Halifax
 LUCY, ANTHONY CHARLES, Worthington, Draper Aug 2 at 3 Commercial Hotel, Station rd, Worthington
 MARTIN, WILLIAM, HUNTON, Kent, Farmer Aug 2 at 4.15 Off Rec, Week st, Maidstone

MAY, WILLIAM OWEN, Nottingham, Boot Finisher Aug 1 at 11 Off Rec, St Peter's Church walk, Nottingham
 MOROAN, CHARLES, Hereford, Baker July 31 at 2.30 2, Off st, Hereford
 PARRY, WILLIAM ARVOY, Liverpool, Painter Aug 1 at 2.30 Off Rec, 35, Victoria st, Liverpool
 PETHERICK, EDWARD AUGUSTUS, Paternoster row, Book-seller Aug 1 at 12 Bankruptcy bldg, Carey st
 PIPEIN, JAMES, Bulwell, Notts, Grocer July 31 at 12 Off Rec, St Peter's Church walk, Nottingham
 RICE, WILLIAM, Swans, Tailor Aug 1 at 12 Off Rec, 31, Alexandra rd, Swans
 RILEY, HANNAH MARIA, Dewsbury, Cabinet Maker July 31 at 10.30 Off Rec, Bank chmbrs, Batley
 ROBERTSON, HENRY MATTHEW, Henley on Thames, Chemist July 31 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
 ROBINSON, RICHARD, Rochdale, Iron Moulder July 31 at 11 Townhall, Rochdale
 RUSSELL, WILLIAM ALLEN, Preston, Cotton Spinner Aug 1 at 2.30 Off Rec, 14, Chapel st, Preston
 SIMPSON, OSWALD, Preston, Cotton Spinner Aug 1 at 3 Off Rec, 14, Chapel st, Preston
 STINTON, GEORGE, Hereford, Shoe Dealer July 31 at 3 2, Off st, Hereford
 TAYLOR, JAMES, Liverpool, Baker Aug 1 at 3 Off Rec, 35, Victoria st, Liverpool
 TOLLERIDGE, ELEANOR MARY, Pinlco, Widow Aug 1 at 11 Bankruptcy bldg, Carey st
 TOOZE, WILLIAM, Bristol, Cabinet Maker Aug 1 at 3 Off Rec, Bank chmbrs, Corn st, Bristol
 TOPHAM, WILLIAM, Cambridge, Labourer Aug 1 at 12 Off Rec, 5, Petty Cury, Cambridge
 UNWIN, JOHN, Stockport, Curled Hair Manufacturer Aug 1 at 3 Ogden's chmbrs, Bridge st, Manchester
 VICARY, JAMES PHILLIP, Exeter, Builder Aug 2 at 10 Off Rec, 13, Bedford circus, Exeter
 WALLIS, HENRY ARTHUR, Edlaeton, Innkeeper Aug 8 at 11.30 Midland Hotel, Station street, Burton on Trent
 WARD, NOAH, Madeley, Stationer Aug 1 at 2 County Court Office, Madeley
 WHITEHEAD, WILLIAM DAVID, Brisfol, Milk Seller Aug 1 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
 WHITELEY, MARY, Leeds, Brush Manufacturer Aug 1 at 11 Off Rec, 22, Park row, Leeds
 WILKES, WILLIAM, Walsall, Harness Manufacturer Aug 1 at 11 Off Rec, Walsall
 WILSON, JOHN, Uxbridge rd, Jeweller Aug 2 at 12 Bankruptcy bldg, Carey st
 WILLIAMS, JAMES, Leeds, Clerk Aug 1 at 12 Off Rec, 22, Park row, Leeds
 WOODHEAD, ALFRED, Bradford, Clerk July 31 at 11 Off Rec, Bond terrace, Wakefield
 WOODS, MAJOR H B, Westbourne Park Aug 2 at 2.30 Bankruptcy bldg, Carey st

ADJUDICATIONS.

AKERHURST, EDWARD THOMAS, Hastings, Livery stable Keeper Hastings Pet June 30 Ord July 19
 ANDREWS, JOHN CHRISTIAN, Braintree, Tailor Chelmsford Pet July 17 Ord July 17
 BENNISON, THOMAS, Caterick, Yorks, Greengrocer Northallerton Pet July 13 Ord July 19
 BERRINGTON, FREDERICK GEORGE, Loughborough, Baker Leicester Pet July 19 Ord July 19
 BODERS, SAMUEL, Salford, Hay Dealer Salford Pet May 28 Ord July 19
 BROWN, THOMAS CHARLES, Hastings, Licensed Victualler Hastings Pet July 18 Ord July 18
 BRYANT, GEORGE, jun, Kingwood, Baker Bristol Pet July 16 Ord July 19
 BUDD, EDWARD J, Bristol, Merchant Bristol Pet June 18 Ord July 21
 CROOKERHOLME, RICHARD JAMES DENIS MOLYNEUX, Mitcham, Hotel Proprietor Croydon Pet July 5 Ord July 19
 DAVE, HENRY, Ferndale, Boot Manufacturer Pontypridd Pet July 17 Ord July 17
 DE LACET, THOMAS, Blaenavon, Decorator Tredgar Pet July 20 Ord July 20
 EVANS, ALFRED, Bedford row, Plumber High Court Pet June 30 Ord July 20
 FOWERAKER, WILLIAM JAMES, Seven Sisters rd, Cabinet Maker High Court Pet July 4 Ord July 18
 FRIEDHEIM, ROBERT CHARLES LOUIS, Abchurch lane, Mercantile Enquiry Agent High Court Pet June 26 Ord July 20
 GATNEY, ROBERT, Middlesborough, Fruiterer Stockton on Tees Pet July 18 Ord July 18
 HILL, RICHARD, West Norwood, Grocer High Court Pet July 18 Ord July 21
 JACOBS, ALFRED ASHER, Southend, Clothier Chelmsford Pet July 18 Ord July 18
 JOHNSTON, JAMES, Bradford, Cabinet Maker Bradford Pet July 19 Ord July 19
 LAMBERT, ALFRED, Mark lane High Court Pet May 28 Ord July 18
 LEWIS, ELVIRA, Clydach Vale, Glam, Builder Pontypridd Pet July 17 Ord July 17
 MARTIN, FREDERICK UPCHURCH, East Dereham, Cabinet Maker Norwich Pet July 21 Ord July 21
 MARTIN, WILLIAM, HUNTON, Kent, Farmer Maidstone Pet July 19 Ord July 19
 MAY, WILLIAM OWEN, Nottingham, Boot Finisher Nottingham Pet July 19 Ord July 19
 PHILLIPS, FRED, Pinner, Stockbroker St Albans Pet June 13 Ord July 19
 REES, WILLIAM, Merthyr Tydfil, Stocking Dealer Merthyr Tydfil Pet July 20 Ord July 20
 ROBERTSON, HENRY MATTHEW, Henley on Thames, Chemist Reading Pet June 26 Ord July 17
 ROBERTS, HUGH THOMAS, Rhyl, Flint, Builder Bangor Pet June 16 Ord July 21
 ROBINSON, MARTHA MARY WATSON, Bradford, Widow Bradford Pet July 19 Ord July 19

ROSSITER, WILLIAM, Mansfield, Notts, Miner Nottingham Pet July 20 Ord July 20
 SILVER, GEORGE, Eaton terrace, Stock Dealer High Court Pet Jan 30 Ord July 19
 SIMPSON, RUSKIN, Wreton, Yorks, Innkeeper Scarborough Pet July 18 Ord July 19
 SMITH, E ROSA, Jernyn st High Court Pet May 26 Ord July 19
 ST AUSTIN, WALTER NAPLETON MOLESWORTH, Pump court, Barrister at Law High Court Pet May 29 Ord July 19
 TURNER, ROBERT, Settle, Yorks, Tailor Bradford Pet July 19 Ord July 19
 TRIEBNER, FREDERICK CHARLES, Lambeth hill, Commission Agent High Court Pet July 18 Ord July 18
 VICARY, JAMES PHILLIP, Exeter, Builder Exeter Pet June 27 Ord July 19
 WALKER, ARTHUR ARNET, Wimbledon High Court Pet June 1 Ord July 19
 WALKER, BERNARD, Chester, Draper Chester Pet June 12 Ord July 21
 WALLIS, HENRY ARTHUR, Edlaeton, Derby, Innkeeper Burton on Trent Pet July 16 Ord July 16
 WARD, NOAH, Madeley, Stationer Madeley Pet July 19 Ord July 19
 WATERHOUSE, JOHN, Oldbury, Tobaccoist West Bromwich Pet July 30 Ord July 20
 WILKES, WILLIAM, Walsall, Harness Manufacturer Walsall Pet July 16 Ord July 19

The following amended notice is substituted for that published in the London Gazette of the 3rd July:—
 JOEL, CHARLES AUGUSTUS, Newcastle on Tyne, Auctioneer Newcastle on Tyne Pet June 12 Ord June 26

SALES OF ENSUING WEEK.

July 30.—Mr. MONTAGU A. HIBBARD (Messrs. Joseph Hibbard & Sons), at the Mart, E.C., at 3 o'clock, Stocks (see advertisement, July 21, p. 4).
 July 31.—Messrs. HUMBERT, SOY, & FLINT, at the Mart, E.C., at 2 o'clock, Profit Rentals (see advertisement, this week, p. 4).
 Aug. 1.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Building Sites (see advertisement, July 21, p. 4).
 Aug. 2.—Messrs. H. E. FORSTER & CRAWFIELD, at the Mart, E.C., at 2 o'clock, Absolute and Contingent Reversions, Life Policies, and Shares (see advertisement, this week, p. 4).
 Aug. 2.—Messrs. GLASIER & SONS, at the Mart, E.C., at 2 o'clock, a Freehold Property (see advertisement, this week, p. 4).

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